Receiving No. 5097   # MORTGAGE RECORD 80   Reg. No. 1261   1
Fee Paid, $ 5.25

FROM

M. Conrad McGrew and Viola A. McGrew, husband and wife

TO

Peoples State Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ____20____ day of
October A. D. 19__37__, at 3:30 o'clock P. M.

Harold A. Deck
Register of Deeds.

By _____
Deputy.

THIS INDENTURE, Made this **twentieth** day of **October**
hundred and **thirty seven** between **M. Conrad McGrew and Viola A. McGrew, husband and wife**, in the year of our Lord, one thousand nine

of **Lawrence** in the County of **Douglas** and State of **Kansas**
part **ies** of the first part, and **Peoples State Bank, Lawrence, Kansas.** part **y** of the second part.

WITNESSETH, That the said part **ies** of the first part, in consideration of the sum of _____ part **y** of the second part.
Twenty five hundred 00/100 - DOLLARS, to **them** duly paid, the receipt of
which is hereby acknowledged, ha **ve** sold, and by this indenture do **Grant, Bargain, Sell and Mortgage** to the said part **y** of the second part, the
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Sixty-five (65) feet of lot number Four (4) on Indiana Street in Block
Seventeen (17), in that part of the City of Lawrence known as West Lawrence

with the appurtenances and all the estate, title and interest of the said part **ies** of the first part therein.
And the said part **ies** of the first part do ____ hereby covenant and agree that at the delivery hereof **they are** the lawful owner **s** of the premises above granted, and seized
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance **whatsoever**

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part **ies** of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against
said real estate when the same becomes due and payable, and that **they will** keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company
as shall be specified and directed by the part **y** of the second part, the loss, if any, made payable to the part **y** of the second part. And in the event that
said part **ies** of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part **y** of the second part may pay
said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until
fully repaid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of
Twenty five hundred 00/100 - DOLLARS,
according to the terms of **one** certain written obligation ___ for the payment of said sum of money, executed on the **20th** day of **October** 19 **37**
and by **its** terms made payable to the part **y** of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of
money advanced by the said part **y** of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part **ies** of the first part
shall fail to pay the same as provided in this indenture.
And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof
or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if
the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid
and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof,
without notice, and it shall be lawful for the said part **y** of the second part **or assigns** to take possession of the said premises and all the improvements
thereon in the manner provided by law and to have a receiver appointed to collect the rents and profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner
prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any
there be, shall be paid by the part **y** making such sale, on demand, to the first part **ies**.
It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall enure to and inure to,
and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part **ies** of the first part ha **ve** hereunto set **their** hand and seal **s** the day and year last above
written.

M. Conrad McGrew (SEAL)

Viola A. McGrew (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF **Kansas**
COUNTY OF **Douglas** } ss.

BE IT REMEMBERED, That on this **20th** day of **October** A. D. 19 **37**, before me, a
Notary Public in the aforesaid County and State, came
M. Conrad McGrew and **Viola A. McGrew, husband and wife**
(SEAL) to me personally known to be the same person **s** who executed the foregoing instrument and duly acknowledged the execution
of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above
written.
My commission expires on the **22nd** day of **March** 19 **38**.

T. J. Sweeney Jr.
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds
to enter the discharge of this mortgage of record. Dated this **20th** day of **October**, 19 **42**.

The First National Bank of Lawrence, Lawrence, Kansas
Mortgagee.
Kelvin Homer Cashier

(Corp. Seal)

This Release
was written
on the original
Mortgage
entered
this ___ day
of ___ 19__

Harold A. Deck
Reg. of Deeds

For assignment see Book 85, Page 593