

Receiving No. 5536

## MORTGAGE RECORD 80

Reg. No. 1356

Fee Paid, \$ 2.00

FROM

Elizabeth Jacqmain, a single woman,  
TO

The First National Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of  
February A. D. 19 38, at 10 o'clock P. M.*Harold A. Beck*By \_\_\_\_\_ Register of Deeds.  
Deputy.THIS INDENTURE, Made this seventh day of February  
hundred and thirty-eight between Elizabeth Jacqmain, a single woman,  
in the year of our Lord, one thousand nineof Lawrence in the County of Douglas and State of Kansas  
part y of the first part, and The First National Bank of Lawrence, Kansas,WITNESSETH, That the said part y of the first part, in consideration of the sum of  
Eight Hundred and No/100 (\$800.00) - - - - - DOLLARS, to her  
which is hereby acknowledged, has sold, and by this indenture do es. 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:Beginning at the North East Corner of the South East Quarter (SE $\frac{1}{4}$ ) of the South East Quarter  
(SE $\frac{1}{4}$ ) of Section One (1) in Township Thirteen (13) of Range Nineteen (19) East of the 6th P.M.,  
thence West twenty-six (26) rods; thence South twenty (20) rods; thence East twenty-six (26)  
rods; thence North Twenty (20) rods to place of beginning, containing three and one-fourths  
( $\frac{3}{4}$ ) acres.Commencing at a point twenty-six (26) rods west of the North East corner of the South East  
Quarter (SE $\frac{1}{4}$ ) of the South East Quarter (SE $\frac{1}{4}$ ) of Section number One (1) in Township Number  
(13) of Range Number Nineteen (19), thence West Fourteen (14) rods; thence South twenty (20)  
rods; thence East Fourteen (14) rods; thence North twenty (20) rods to place of beginning,  
containing one and three fourths (1- $\frac{3}{4}$ ) acres.

with the appurtenances and all the estate, title and interest of the said part y of the first part therein.

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof she is the lawful owner of the p. as above granted, and intend  
a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that she will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part y 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 become due and payable, and that she will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company  
as she is 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 to the extent of its interest. And in the event that  
said part y of the first part shall fail to pay such taxes when the same become due and payable or 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 paid.THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Eight Hundred and No/100 - - - - - DOLLARS,according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7th day of February 19 38  
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 y of the first part  
shall fail to pay the same as provided in this indenture.And this mortgage 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  
as 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 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 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 benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner  
permitted 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 surplus, if anythere is, shall be paid by the part y making such sale, on demand, to the first part y.  
It is agreed by the parties hereto that the terms and provisions of this indenture shall extend and every obligation therein contained, and all benefits accruing therefrom shall extend 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 y of the first part has hereunto set her hand and seal the day and year last above  
written.

Elizabeth Jacqmain (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

ss.

BE IT REMEMBERED, That on this 7th day of February A. D. 19 38, before me, a  
Notary Public in the aforesaid County and State, came

Elizabeth Jacqmain, a single woman,

(SEAL)

to me personally known to be the same person 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 13th day of July 19 40.

George Docking

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 3rd day of August 19 39

(Corp. Seal)

The First National Bank of Lawrence, Kansas  
By *Harold A. Beck* Register of Deeds.  
Deputy.

Owner.

This Release  
was written  
on the original  
Mortgage.  
This is entered  
this 3rd day  
of August  
19 39  
*Harold A. Beck*  
Reg. of Deeds.  
*Willie Nelson*  
Deputy