

Receiving No. 5541

## MORTGAGE RECORD 80

Reg. No. 1358

Fee Paid, \$ 31.00

FROM

Kathryn Leighton, a widow

TO

Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

February A. D. 19 38, at 9:30 o'clock A. M. &lt;

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 7th day of February  
 hundred and thirty-eight between Kathryn Leighton, a widow, in the year of our Lord, one thousand nine

of Lawrence in the County of Douglas and State of Kansas  
 part y of the first part, and The Lawrence National Bank  
 Lawrence, Kansas

WITNESSETH, That the said part y of the first part, in consideration of the sum of part y of the second part.  
 Four hundred forty and no/100 DOLLARS, to her duly paid, the receipt of  
 which is hereby acknowledged, has sold, and by this indenture do as 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:

Lot Sixty-five (65) on Rhode Island Street in the City of Lawrence, Douglas  
 County, Kansas

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 as hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and intend  
 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 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 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 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 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

Four hundred forty 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 due 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 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  
 of 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  
 provided 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

then he, 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 and each 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.

Kathryn Leighton (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

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

Kathryn Leighton, a widow who executed the foregoing instrument and duly acknowledged the execution  
 to me personally known to be the same person.

(SEAL)

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 19th day of August 19 39.

Geo. D. Walter

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 8th day of January 1940

(Corp Seal)

Lawrence National Bank  
 by Geo. D. Walter, Vice President

Mortgage.

Owner.

This Release  
 was written  
 on the original  
 mortgage  
 entered  
 this 9th day  
 of January  
 1940  
 Harold A. Beck  
 Reg. of Deeds.