Receiving No. 5741

MORTGAGE RECORD 80

Reg. No. 1400
Fee Paid, $ 0.50

FROM

Mrs. Edna Kirkham and S. D. Kirkham, her husband

TO

Lawrence National Bank, Lawrence Ks.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ___24___ day of ___March___ A. D. 19_38_, at 3:05 o'clock P. M.

Harold A. Duck
Register of Deeds.

By_____
Deputy.

THIS INDENTURE, Made this ___23rd___ day of ___March___, in the year of our Lord, one thousand nine hundred and ___thirty-eight___ between ___Mrs. Edna Kirkham and S. D. Kirkham, her husband___

of ___Lawrence___ in the County of ___Douglas___ part_ies_ of the first part, and ___The Lawrence National Bank___ and State of ___Kansas___ 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.

$ One hundred sixty-three and 36/100 - 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:

South fifty (S 50) feet of Lots Seven (7), Eight (8) and Nine (9), Block Twenty-three (23),
City of Clinton, Douglas County, Kansas.

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.

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 to the extent of ___its___ interest. 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 _____

One hundred sixty-three and 36/100 - DOLLARS, according to the terms of ___one___ certain written obligation__ for the payment of said sum of money, executed on the ___23rd___ day of ___March___ 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_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 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 _____ 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 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 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_ies_ of the first part ha_ve_ hereunto set ___their___ hand_s_ and seal_s_ the day and year last above written.

Mrs. Edna Kirkham _____ (SEAL)

S. D. Kirkham _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF ___Kansas___ }
COUNTY OF ___Douglas___ } ss.

BE IT REMEMBERED, That on this ___24___ day of ___March___ A. D. 19_38_, before me, a ___Notary Public___ in the aforesaid County and State, came ___Mrs. Edna Kirkham and S. D. Kirkham, her husband___ to me personally known to be the same person_s_ who executed the foregoing instrument and duly acknowledged the execution of the same.

(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 ___13___ day of ___Dec___ 1941.

D. F. Smith
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 ___6th___ day of ___December___ 19_38_.

(Corp. Seal)

Lawrence National Bank
Geo. W. Kuhne
Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this ___7___ day
of ___Dec___
19_38_

Harold A. Reid
Reg. of Deeds.
Ruth Shelton
Deputy