

Receiving No. 5819

MORTGAGE RECORD 80

Reg. No. 1412

Fee Paid, \$1.50

FROM

Ray E. McClure and Frieda McClure, his wife
TO

Lawrence National Bank, Lawrence, Ks

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

April A.D. 1938 at 1:55 o'clock P. M.

By *Harold A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 8th day of April, 1938, in the year of our Lord, one thousand nine hundred and thirty-eight between Ray E. McClure and Frieda McClure, his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and The Lawrence National Bank
Lawrence, Kansas

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Six hundred and no/100 DOLLARS, to them 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 Half (S $\frac{1}{2}$) of the two acres on the East side of the North Half (N $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Thirteen (13), Range Nineteen (19) and beginning at a point four (4) rods east of the Northwest (NW) corner of Northwest Quarter (NW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Thirteen (13), Range Nineteen (19), thence running East eight (8) rods, thence South forty (40) rods, thence West eight (8) rods; thence North Forty (40) rods to place of beginning of the Northwest Quarter (NW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Thirteen (13), Range Nineteen (19) in Douglas County, Kansas, containing 3.50 acres.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 incumbrances.

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

It is agreed between the parties hereto that the part 1st 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 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 1st 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Six hundred and no/100 DOLLARS,

according to the terms of two certain written obligations for the payment of said sum of money, executed on the 8th day of April 1938.

and by their 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 1st of the first part shall fail to pay the same as provided in this indenture.

And the 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 said part 1st 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 paid.

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 parties of the first part have hereunto set their hand and seal on the day and year last above written.

Ray E. McClure (SEAL)

Frieda McClure (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 8th day of April A.D. 1938, before me, a Notary Public in the aforesaid County and State, came

Ray E. McClure and Frieda McClure, his wife

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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 19 day of August 1939.

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 3rd day of March 1943.

(Corp. Seal)

The Lawrence National Bank, Lawrence, Kansas
By Geo. D. Walter Vice-President Mortgagee. Owner.

This Release
was written
on the original
Mortgage &
entered
this 3rd day
of March
1943
Harold A. Beck
Reg. of Deeds