

Receiving No. 5944

MORTGAGE RECORD 80

Reg. No. 1448

Fee Paid, \$ 0.75

FROM

James O. Duncan and Maude M. Duncan, his wife
TO
Lawrence National Bank,
Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
May A. D. 19 38 at 4:30 o'clock P. M.

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

THIS INDENTURE, Made this 3rd day of May
hundred and thirty-eight between James O. Duncan and Maude M. Duncan, his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Three hundred and no/100 - - - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party 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 Fifty (50) Acres of the West One Hundred (100) Acres of the Northwest Quarter
(NW^{1/4}) of Section Twenty-four (24), Township Thirteen (13), South, Range Twenty (20) East
of the Sixth P.M.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and intend
a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the parties 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 party of the second part, the loan, if any, made payable to the party of the second part to the extent of its interest. And in the event that
said party 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 party 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
they are paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Three 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 3rd day of May 19 38
and by its terms made payable to the party 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 party 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 parties 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. It is admitted to 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 in, as provided, or if
the buildings on said real estate are not kept in as good repair as they are now, or if water is committed on said premises, then this mortgage 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.
Said notice, and it shall be lawful for the said party 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 surplus, if any
then he shall be paid by the party of the first part making such sale, on demand, to the first party of the first part.

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.
James O. Duncan (SEAL)
Maude M. Duncan (SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.
BE IT REMEMBERED, That on this 3rd day of May A. D. 19 38, before me, a
Notary Public in the aforesaid County and State, came
James O. Duncan and Maude M. Duncan, his wife
to me personally known to be the same persons 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 19 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 27 day of April 1940.
(Corp Seal) Lawrence National Bank, Lawrence, Kansas
By Geo. D. Walter, Notary Public. Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 27th day
of April
1940
Harold A. Walter
Reg. of Deeds