

Receiving No. 6046

MORTGAGE RECORD 80

Reg. No. 1475
Fee Paid, \$ 5.25

FROM		STATE OF KANSAS, DOUGLAS COUNTY, ss.	
W. A. Dumire and Luda A. Dumire, his wife		This instrument was filed for record on the 28 day of	
TO		May A.D. 19 38, at 5:00 o'clock P.M.	
Lawrence National Bank Lawrence, Kansas		By <i>Harold A. Beck</i> Register of Deeds.	
		Deputy.	

THIS INDENTURE, Made this 27th day of May, 1938, between W. A. Dumire and Luda A. Dumire, his wife, in the year of our Lord, one thousand nine hundred and thirty-eight

of Lawrence in the County of Douglas and State of Kansas
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 _____ part y of the second part, twenty-one Hundred fifty and no/100 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:

Beginning at a point 586.29 feet South of the Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence East 313.5 feet, thence South 38.94 feet, thence East 52.85 feet, thence South 416.84 feet, more or less, to the South line of the South Six acres of the North Fifteen (15) acres of the West Nineteen (19) acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence West 366.35 feet, highways.

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 owners of the premises above granted, and intend a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Excepting one certain mortgage recorded December 5, 1934 in the amount of \$3700.00 in Book 80, Page 17, and mortgage reduced by payments to \$1750.00

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 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 loan, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said parties 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____ Dollars, Twenty-One Hundred fifty and no/100 according to the terms of one certain written obligation signed by W. A. Dumire and Luda A. Dumire, his wife, in and to the payment of said sum of money, executed on the 27th day of May 1938, 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 parties 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, 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 thereon; 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 to be paid by the part y making such sale, on demand, to the first parties.

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 ha ve hereunto set their hand and seals the day and year last above written.
W. A. Dumire (SEAL)
Luda A. Dumire (SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas)
BE IT REMEMBERED, That on this 28th day of May A.D. 19 38, before me, a Notary Public in the aforesaid County and State, came W. A. Dumire and Luda A. Dumire, 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.
(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 16th day of February 19 42
Dorothy Shuffelbarger 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 24 day of March 1939
(Corp. Seal) *March 1939* *Lawrence National Bank* *By: [Signature]* *Notary Public*
Mortgage. Owner.

This Release was written on the original Mortgage entered this 20 day of May 1939
Harold A. Beck
Reg. of Deeds
- Deeds