

## MORTGAGE RECORD 80

Receiving No. 6109

Reg. No. 1497

Fee Paid, \$ 3.75

Receiving No.

FROM

Frank Miller and Edith Miller, his wife  
TO

Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of  
June A. D. 19 38 at 4:50 o'clock P. M. *Nash & Beck*Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 9th day of June, in the year of our Lord, one thousand nine hundred and thirty-eight between Frank Miller and Edith Miller, his wife

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

part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Fifteen hundred and no/100 DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, he 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:Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section One (1), Township Thirteen (13), Range Eighteen  
(18), Douglas County, Kansas.

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 sold  
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 therein.

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 hom. 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  
fully repaid.

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

Fifteen 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 9th day of June 19 38  
and by its terms made payable to the parties 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 y of the second part  
shall fail to pay the same as provided in this indenture.And this covenant 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 covenant 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 a 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 over, if any  
there be, shall be paid by the part y of the second part.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereby created, 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.

Frank Miller (SEAL)

Edith Miller (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLASBE IT REMEMBERED, That on this 10th day of June A. D. 19 38, before me, a  
Notary Public in the aforesaid County and State, came

Frank Miller and Edith Miller, his wife

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution

(SEAL)

of the same. 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 day of Feb 21, 1940, 19

(Cop. Seal)

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

Owner.

This mortgage  
was written  
on the original  
Mortgage  
entered  
this 10th day  
of June  
1938  
*Nash & Beck*  
Reg. of Deeds.STATE OF Kansas  
COUNTY OF Douglas

(SEAL)

I, the undersigned owner  
to enter the discharge of this