

MORTGAGE RECORD 80

Reg. No. 1580

Fee Paid, \$ 3.75

Receiving No.

FROM

Carl Hird and Edna Hird, his wife
TO
Lawrence National Bank
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 8 day of August A. D. 19 38, at 11:25 o'clock A. M.
Harold B. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 4th day of August, in the year of our Lord, one thousand nine hundred and thirty-eight between Carl Hird and Edna Hird, his wife

of in the County of Douglas and State of Kansas
part 1es 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, have 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 North One-half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section Thirty-two (32), Township Twelve (12), Range Nineteen (19).

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

And the said part 1es 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 intend of a good and indefeasible estate of inheritance, 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 1es 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 1es 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

Fifteen hundred and no/100 ----- DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 4th day of August 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 1es 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 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 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 there be, shall be paid by the part y making such sale, on demand, to the first part 1es.

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 1es of the first part have hereunto set their hand and seal s the day and year last above written.

Carl Hird (SEAL)

Edna Hird (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 6th day of August A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came

Carl Hird and Edna Hird, 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 25 day of January 19 42.

Geo. W. Kuhne Notary Public.

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 7 day of Jan 19 44.

(Cofp. Seal)

Laurence National Bank Lawrence, Kansas
Geo W. Kuhne Cashier Owner.

This Release
was written
in the original
mortgage &
entered
this 10 day
of Jan 1944
Harold B. Beck
Reg. of Deeds.

THIS INDENTURE
hundred and Thirty

of Lawrence
parties of the first part

WITNESSETH, T
Fourteen Hunder
which is hereby acknowle
following described real es

Beginning at
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and said Ohio
one hundred an
Ohio Street, s
Eleventh Stre
Southwest Quar
of Lawrence, D

with the appurtenances and

And the said parties of

and that they will warrant and defend

It is agreed between the parties

and real estate when the same become

as shall be specified and directed by

said part 1es of the first part shall

and taxes and insurance, or either,

day unpaid.

THIS GRANT is intended

Fourteen Hunder

according to the terms of certain

and by its terms made

money advanced by the said part

shall fail to pay the same as provided

And this conveyance shall be

or any obligation created thereby,

the buildings on said real estate are

and all of the obligations provided for

without notice, and it shall be lawf

therein in the manner provided by

provided by law and out of all mone

then be, shall be paid by the part

It is agreed by the parties her

and be obligatory upon the heirs, ex

IN WITNESS WHERE

written.

STATE OF KANSAS
COUNTY OF DOUGLAS ss.

(SEAL)

I, the undersigned owner
to enter the discharge of this mort