

MORTGAGE RECORD 80

Receiving No. 6536

Reg. No. 1592
Fee Paid, \$ 3.75

FROM _____

TO _____

By _____

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 17 day of August A. D. 19 38 at 1:15 o'clock P. M. *Harold A. Beck*
Register of Deeds.
Deputy.

THIS INDENTURE, Made this Sixteenth day of August, in the year of our Lord, one thousand nine hundred and thirty-eight between Oscar Heinen and Jeanette Heinen, husband and wife

of _____ in the County of Douglas and State of Kansas
part of the first part, and The First National Bank of Lawrence, Kansas part y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One thousand five hundred and no/100 - - - - (\$1,500.00) - DOLLARS, to them duly paid, the receipt of 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:

The West half of the Southeast quarter of Section Twenty-five (25) township fourteen (14) South of Range eighteen (18), and the Southwest quarter of the Southwest quarter of Section thirty (30), Township fourteen (14) South of Range nineteen (19), all East of the Sixth P. M. all in Douglas County, Kansas,

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

And the said part ies 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 thereto.

It is agreed between the parties hereto that the part 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 ies 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 to full payment.

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

One thousand five 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 sixteenth 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 ies 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 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 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 surplus, if any there be, shall be paid by the part y of the second part making such sale, on demand, to the first part ies.

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 ies of the first part ha ve hereunto set their hand and seal s the day and year last above written.

Oscar Heinen (SEAL)

Jeanette Heinen (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 16th day of August A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came

Oscar Heinen and Jeanette Heinen husband and 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 hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 13th day of July 19 40.

George Docking 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 16th day of July 19 38

(Copy Seal)

Old First National Bank of Lawrence, Kansas
By George Docking, Clerk

Mortgage. Owner.

This release was written on the original mortgage

entered this 16th day of July 19 38

Harold A. Beck
Reg. of Deeds
Burlan Seibel
Deputy

Receiving No. 6536

Wilton Cleaver

Lawrence National

THIS INDENTURE

hundred and thirty

d Lawrence

parties of the first part

WITNESSETH, T

which is hereby acknowledged

following described real estate

The Nor

Range 18

shown by

of Deeds

with the appurtenances and

And the said part ies of

d's good and indefeasible estate

and that they will warrant and defend

It is agreed between the parties

said real estate when the same become

what be specified and directed by

said part ies of the first part shall

not taxes and insurance, or either,

THIS GRANT is intended

according to the terms of one

and by its terms made payable to

money advanced by the said part,

and fail to pay the same as provided

And this conveyance shall be void

or any obligation created thereby,

the buildings on said real estate are

without notice, and it shall be lawful

Therein in the manner provided by

purchased by law and out of all moneys

then be, shall be paid by the part

It is agreed by the parties hereto

and be obligatory upon the heirs, ex

IN WITNESS WHEREOF

written.

STATE OF KANSAS

COUNTY OF DOUGLAS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)