

MORTGAGE RECORD 80

561

Reg. No. 1695
Fee Paid, \$ 3.00

FROM

Milton Cleaver Elliott and Maria Jane Elliott, his wife
TO
Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26th day of August

A. D. 1938, at 10 o'clock A. M.

By Harold P. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 20th day of August hundred and Thirty-eight between Milton Cleaver Elliott, and Maria Jane Elliott, his wife

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

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of Twelve Hundred & No/100 part y of the second part, 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 Northeast Quarter (NE 1/4) of Section Thirty-six (36), Township Twelve (12), Range Eighteen (18) except one and one-fourth (1 1/4) acres for school site as of Deeds of Douglas County, Kansas,

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

And the said part 1st. 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 claim of 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 therein.

It is agreed between the parties hereto that the part 1st. 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 1st. 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 Twelve Hundred & No/100 DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of August, 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 part 1st. of the first 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 in 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 no 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 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 therein, and the surplus, if any then be, shall be paid by the part y making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 1st. of the first part have hereunto set their hand and seal on the day and year last above written.

Milton Cleaver Elliott (SEAL)
Maria Jane Elliott (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 20th day of August, A. D. 1938, before me, a

Notary Public in the aforesaid County and State, came Milton Cleaver Elliott, and Maria Jane Elliott

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

(321) 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, 1939

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 19th day of November, 1941

(Conf. Seal)

The Lawrence National Bank Lawrence, Kansas
By Geo D Walter Vice President

As Witness
as written
in the original
Mortgage
Witnessed
this 26th day
of November
1941
Harold P. Beck
Reg. of Deeds