

Receiving No. 6093

MORTGAGE RECORD 80

Reg. No. 1600

Fee Paid, \$ 7.80

Receiving No.

FROM
Willard H. Morgan and Emma Mae Morgan, his wife
and
John F. Morgan, Jr. and Jessie J. Morgan, his wife
TO
Lawrence National Bank
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of
September A. D. 19 38, at 2:00 o'clock P. M.

By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this 24th day of August, in the year of our Lord, one thousand nine hundred and thirty-eight, between Willard H. Morgan and Emma Mae Morgan, his wife, and John F. Morgan, Jr. and Jessie J. Morgan, his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and The Lawrence National Bank
Lawrence, Kansas part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three thousand 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 2nd 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 $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Twelve (12), Range Twenty (20), also,
The Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4); also
The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Said Section Four (4);
Also, Five acres described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9); thence East Forty (40) rods; thence South Twenty (20) rods; thence West Forty (40) rods; thence North Twenty (20) rods to beginning in said Northwest Quarter (NW $\frac{1}{4}$) Section Nine (9); All in Township Twelve (12), Range Twenty (20) East of 6th P.M. containing in all Ninety-five (95) Acres, more or less.

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 owners of the premises above granted, and sold 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 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 becomes 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 2nd of the second part, the loan, if any, made payable to the part 2nd 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 2nd of the second part may pay said taxes and insurances, 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 24th day of August 19 38 and by its terms made payable to the part 2nd 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 2nd 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 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 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 2nd of the second part to take possession of said premises and of 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 overplus, if any there be, shall be paid by the part 2nd of the second part, making such sale, on demand, to the first part.

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

Willard H. Morgan (SEAL)

Emma Mae Morgan (SEAL)

John F. Morgan, Jr. (SEAL)

Jessie J. Morgan (SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BEIT REMEMBERED, That on this 26 day of August A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came Willard H. Morgan and Emma Mae Morgan, his wife and John F. Morgan, Jr. and Jessie J. Morgan, his wife to me personally known to be the same person as 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.

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 7th day of October 19 38

(Corp. Seal)

The Lawrence National Bank Lawrence, Kansas
By Geo. S. Walter, Vice President Mortgage Owner.

This Release was written on the original Mortgage entered this day of October 19 38

Handwritten
Reg. of Deeds

STATE OF Kansas
COUNTY OF Douglas

(SEAL)

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 7th day of October 19 38

Handwritten
Geo. W. Kuhne