

Receiving No. 5726

MORTGAGE RECORD 80

Reg. No. 1636

Fee Paid, \$ 5.00

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
September A. D. 19 38 at 3:50 o'clock P. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this twenty-seventh day of September
hundred and thirty-eight between William R. Adams, Jr. single, in the year of our Lord, one thousand nine

of Topeka in the County of Shawnee and State of Kansas
part of the first part, and The First National Bank of Lawrence, Kansas

WITNESSETH, That the said part of the first part, in consideration of the sum of two thousand and no/100 (\$2000.00) of the second part, which is hereby acknowledged, has sold, and by this indenture do, Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Seventy and sixty-six hundredths (70.66) acres of the East half of the Southeast one-quarter (1/4) of Section number Eleven (11).
The South Thirty and sixty-six hundredths (30.66) acres of Lot number six (6) in Section number Eleven (11) and Lot number five (5) in Section number eleven (11).
Also all of the Southeast quarter (1/4) of the Southwest one-quarter (1/4) of Section number Eleven (11) lying North and east of the Kansas River, all in Township number twelve (12) South of Range number Nineteen (19) East of the Sixth principal Meridian Kansas, and containing One hundred forty-five (145) acres more or less, as per recorded plat on file at the Records, Douglas County, Kansas. Less, 51 rods (about 51 acres) off the North side thereof and less about 8 acres for ditches on the South and West thereof containing 66 acres more or less.

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

And the said part of the first part do hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted, and owner 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 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 he 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 of the second part, the less, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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 they are paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two thousand and no/100

according to the terms of this certain written obligation for the payment of said sum of money, entered on the 27th day of September 1938

and by its terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

And the covenants 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 instrument 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 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 thereon; and to sell the premises hereafter 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 of the second 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 thereon 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 of the first part has hereunto set his hand and seal the day and year last above written.

William R. Adams, Jr.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 27th day of September A. D. 19 38, before me, a

Notary Public in the aforesaid County and State, came

William R. Adams, Jr., a single man

to me personally known to be the same person 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 27th day of January 1939

F. C. Whipple

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 17th day of November 1942

(Orig. Seal)

The First National Bank of Lawrence, Kansas
By F. C. Whipple Vice President

This Release was written on the original Mortgage entered this 17th day of November 1942