

## MORTGAGE RECORD 80

Reg. No. 1650

Fee Paid, \$5.25

Receiving No.

FROM  
Harry O. Wulfkühle and Helen Wulfkühle, 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  
October A. D. 1938, at 3:40 o'clock P. M.

By *Harold A. Beck* Register of Deeds.  
*Ruth Heddon* Deputy.

THIS INDENTURE, Made this 7th day of September, in the year of our Lord, one thousand nine hundred and thirty-eight between Harry O. Wulfkühle and Helen Wulfkühle, his wife

of Lawrence in the County of Douglas and State of Kansas  
part 108 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 Twenty-five hundred and no/100 DOLLARS, to them only 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 Northwest fractional Quarter of Section Four (4), Township Thirteen (13), Range Eighteen (18), containing 155.18 acres, more or less, Douglas County, Kansas.

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

And the said parties 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 therein, 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 parties 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 parties 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 fully repaid.

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

Twenty-five hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7th day of September 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 parties 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 insured as herein provided, 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 trustee 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 making such sale, on demand, to the first part 108.

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

Harry O. Wulfkühle (SEAL)

Helen Wulfkühle (SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 8th day of October A. D. 1938, before me, a Notary Public in the aforesaid County and State, came

Harry O. Wulfkühle and Helen Wulfkühle, his wife to me personally known to be the same persons 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 1942.

Geo. W. Kuhns 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 8th day of March, 1944.

(Copp. Seal)

The Lawrence National Bank, Lawrence, Kansas  
Geo. O. Walter, Vice-President

Mortgage Owner.

This Release was written on the original Mortgage  
9 entered this day  
March 1944  
Harold A. Beck  
Reg. of Deeds

THIS INDENTURE  
hundred and

pieces of the first part

WITNESSETH  
Five thousand  
which is hereby acknowledged  
following described real

The South Half  
Nineteen (19),  
of said quarter  
South 2 rods, a  
king. Also beg  
Twelve (12), Hu  
along the center  
place of beginni  
ship Twelve (12)  
range Twenty (20)  
Meridian all su  
Santa Fe Railroad

with the appurtenances  
and the said part 108  
of a good and indefeasible estate

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 parties 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 parties 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 fully repaid.

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IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last above written.

Harry O. Wulfkühle (SEAL)

Helen Wulfkühle (SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

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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 1942.

Geo. W. Kuhns 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 8th day of March, 1944.

(Copp. Seal)

The Lawrence National Bank, Lawrence, Kansas

Geo. O. Walter, Vice-President

Mortgage Owner.

This Release was written on the original Mortgage

9 entered this day

March 1944

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