

MORTGAGE RECORD 80

579

Reg. No. 1655
Fee Paid, \$25.00

FROM

Lawrence Country Club
TO
Lawrence, Kansas
Lawrence National Bank
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of October

A. D. 1938, at 2:20 o'clock P. M.

By *Harold A. Lindstrom* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 10th day of October, 1938, between The Lawrence Country Club, Incorporated, in the year of our Lord, one thousand nine

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

WITNESSETH, That the said part y of the first part, in consideration of the sum of \$10,000.00, which is hereby acknowledged, has sold, and by this indenture do sell, Grant, Bargain, Sell and Mortgage to the said part y of the second part.

Following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:
The North Half of the Southeast Quarter of Section 26, Township 12, Range 19, Douglas County, Kansas, less the following described tract of land: Beginning 16 chains 40 links south of the Northeast corner of said Southeast Quarter; thence South along said Section line, 40 links south of the Northeast corner of said Quarter; thence South 1/2 chains 40 links to the center of the road; thence South 1/2 chains 40 links to the West Fifty Acres of a tract described as the South Half of the Northeast Quarter of Section 26, Township 12, Range 19, less right of way for street over the North 30 feet of the Southeast Quarter of said Southeast Quarter, thence West 1 1/2 rods; thence South 16 rods; thence East 20 rods; thence North 16 rods; thence West 16 rods to the place of beginning in Douglas County, Kansas, being 46 acres, also, Commencing at the Southwest corner of the North Half of the Northeast Quarter of Section 26, Township 12, Range 19, in Douglas County, Kansas, thence North 4.32 chains, thence East 4 chains, thence Southeast to a point on the South line of the North Half of said Northeast Quarter Section, 1 1/2 chains East from point of beginning, thence West to the place of beginning, containing three and one-half acres more or less.

STATE OF KANSAS }
DOUGLAS COUNTY } SS

BE IT REMEMBERED, That on this 12 day of October, 1938, before me, the undersigned, a Notary Public in and for said County and State, came N.C. Lindstrom and Geo. T. Wetzel, to me personally known to be the president and secretary respectively of the Lawrence Country Club, Incorporated, and to me personally known to be the same persons who executed the foregoing instrument of writing and such persons did duly acknowledge the execution of the same as such officers of the Lawrence Country Club, Incorporated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

(SEAL) My Commission Expires Aug. 19, 1939.

Geo. D. Walter
Notary Public.

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

And the said part y of the first part do hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and shall defend and warrant the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part y 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 it 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 the part y 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 Ten Thousand and no/100

according to the terms of TWO certain written obligations, for the payment of said sum of money, executed on the 10th day of October, 1938.

And by their 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 y of the first part shall fail to pay the same as provided in this indenture.

And the 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 payment or any part thereof, or if the taxes 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 upon said real estate are not kept in 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, together with all 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.

And the part y of the first part shall be bound to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, shall be paid by the part y of the second part.

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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 18th day of October, 1941.

The Lawrence National Bank, Lawrence, Kansas
By *Geo. D. Walter Vice-President* Mortgage Owner.

Notary Public.

This Release was written on the original Mortgage entered this 18th day of October, 1941.
Harold A. Lindstrom
Reg. of Deeds