

Receiving No. 7051

MORTGAGE RECORD 80

Reg. No. 1721
Fee Paid, \$ 17.50

FROM
Frank C. Topping
and
Elsie I. Topping, his wife
TO
Lawrence National Bank
Lawrence, Kansas,

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 20 day of
December A. D. 19 38, at 4:55 o'clock P. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 10th day of December
hundred and thirty-eight between Frank C. Topping and Elsie I. Topping, his wife
in the year of our Lord, one thousand nine

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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Seven thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

- "The West one-half of the Southeast Quarter of Section Sixteen (16), Township Thirteen (13) South, of Range Twenty (20) East of the 6th P.M. North of the Wakarusa Creek."
- "The Southwest Quarter of Section Sixteen (16), Township Thirteen (13) South, of Range Twenty (20) East of the 6th P.M., North of the Wakarusa Creek, less four (4) acres in the Southwest corner thereof, described as follows: Beginning at a point on the Section line the center of Wakarusa Creek, thence up the channel of said Creek to the West line of said Quarter Section, thence North on said West line 4.70 chains to the place of beginning."
- "The North West Quarter of Section Sixteen (16), Township Thirteen (13) South, of Range Twenty (20) East of the 6th P.M."

It is the intention of this mortgage to convey, and this mortgage does hereby convey, the same real estate purchased by Party of the First Part at a petition sale December 3, 1938.

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 seized 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 said 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 loss, 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 incumbrances, 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
Seven 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 10th day of December 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 mortgage 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 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 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 prescribed by law and to set off all money 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 2nd of the second part, making such sale, on demand, to the first part 1st of 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 ha. *VS* herunto set their hand and seal *S* the day and year last above written.
Frank C. Topping (SEAL)
Elsie I. Topping (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 10th day of December A. D. 19 38, before me, a
Notary Public in the aforesaid County and State, came
Frank C. Topping and Elsie I. Topping, his wife
to me personally known to be the same person *S* who executed the foregoing instrument and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereto subscribed my name, and affixed my official seal on the day and year last above written.
(SEAL)
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 6 day of Oct 1939.
Lawrence National Bank *Lawrence, Kansas*
Geo. W. Kuhne Cashier Mortgage Owner
(Cof. Seal)
Harold A. Beck
Reg. of Deeds

Don Pauline Rice has Book 12 page 541