Receiving No. 7095 <

MORTGAGE RECORD 80

Reg. No. 1732 <
Fee Paid, $ 13.75 <

EARL DOERCHIN STATIONERY CO., KANSAS CITY, MO. 67346

FROM

Joanna Gleed Wagstaff and Richard H. Wagstaff,
her husband
TO

Lawrence National Bank
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ____4____ day of
____January____ A. D. 19 39 , at 9:35 o'clock A. M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this __3rd__ day of __January__ , in the year of our Lord, one thousand nine hundred and __thirty-nine__ between __Joanna Gleed Wagstaff and Richard H. Wagstaff, her husband__

of __Lawrence__ in the County of __Douglas__ and State of __Kansas__
part_ies_ of the first part, and __The Lawrence National Bank__ part_y_ of the second part.
Lawrence, Kansas

WITNESSETH, That the said part _ies_ of the first part, in consideration of the sum of
>Fifty-five hundred and no/100 -
DOLLARS, to __them__ duly paid, the receipt of which is hereby acknowledged, ha _ve_ 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:

Lot numbered Sixty-two (62) on Vermont Street, in the City of Lawrence, Douglas County,
Kansas, including the improvements and all machinery and equipment in connection
therewith.

with the appurtenances and all the estate, title and interest of the said part _ies_ of the first part therein.
And the said part _ies_ 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 seized 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 part _ies_ 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 _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 part _ies_ 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
Fifty-five hundred and no/100 - - - - - - - - - - - - - - - - - - - DOLLARS
according to the terms of __two__ certain written obligation _s_ for the payment of said sum of money, executed on the __3rd__ day of __January__ 19 39
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 _ies_ 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 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 _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 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 _y_ making such sale, on demand, to the first part _ies_
It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation herein 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 _ies_ of the first part ha _ve_ hereunto set __their__ hand _s_ and seal _s_ the day and year last above written.

Joanna Gleed Wagstaff _____ (SEAL)

Richard H. Wagstaff _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF __Kansas__ }
COUNTY OF __Douglas__ } ss.

BE IT REMEMBERED, That on this __3rd__ day of __January__ A. D. 19 39 , before me, a __Notary Public__ in the aforesaid County and State, came __Joanna Gleed Wagstaff__ __and Richard H. Wagstaff, her husband__
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 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 .

(SEAL)

Geo. W. Kuhne
Notary Public.

_This Release was written on the original Mortgage entered this ___ day of ___ 19 43_

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 ____ day of Mar 11 1943 , 19 ____

(Orig. Sel)

Lawrence National Bank Lawrence, Kansas
I. J. Meade Exec Vice Pt
Mortgagee. Owner.

Harold A. Beck
Reg. of Deeds