

FROM
Charles G. Husted & Clara L. Husted, his wife
TO
The First National Bank
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 7 day of
March A.D. 1939, at 11:15 o'clock A. M.
By *Harold A. Whipple* Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty-fourth day of February, in the year of our Lord, one thousand nine hundred and thirty-nine between Charles G. Husted and Clara L. Husted, his wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four thousand nine hundred and no/100 (\$4,900.00) DOLLARS, to them duly 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:

Commencing on the West line of the Southwest fractional Quarter of Section 7, Township 12, South of Range 20, East of the Sixth P.M., at a point 19.58 chains North of the Southwest corner of said Quarter Section; thence East on the North line of said Quarter Section 24.48 chains; thence South 20.42 chains; thence West 24.53 chains to the place of beginning, less the following:

Begin 19.58 chains North of the Southwest corner of said quarter section; thence East 10 rods; thence North 4 rods; thence West 10 rods; thence South 4 rods to beginning, 4 acre, being a church lot, containing 49 1/2 acres more or less, Also:

Commencing at a point 24.48 chains East from the Southwest corner of the southwest Quarter, Section 7, Township 12, South of Range 20 East of the Sixth P.M., thence running East 12.22 chains; thence North 40 chains; thence West 12.22 chains; thence South 40 chains to place of beginning, 48 acres, more or less, less the right of way of the Union Pacific Railroad through said land and less that part thereof lying East of the County Road and being in the Northeast corner of said quarter section deeded to Charles B. Young in Book 103 Page 533, in Douglas County, Kansas, containing 36 acres, more or less.

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 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 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 parties of the second part, the loss, if any, made payable to the parties 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 parties 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 four thousand nine hundred and no/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 24th day of February 1939 and by its terms made payable to the parties 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 parties 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 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 parties 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 surplus, if any there be, shall be paid by the parties of the first part, making such sale, on demand, to the first party of the second part.

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

Charles G. Husted (SEAL)

Clara L. Husted (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 25th day of February A.D. 1939, before me, a

Notary public in the aforesaid County and State, came

Charles G. Husted and Clara L. Husted, his wife,

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 1943.

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 7th day of March 1944.

The First National Bank of Lawrence, Kansas
By F. C. Whipple Vice Pres. Mortgage Owner.

(Cof. Seal)

This Release was written in the original Mortgage entered this 10 day of March 1944
Harold A. Whipple
Reg. of Deeds

Don D. Haworth

The Lawrence

THIS INDENTURE
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Don D. H

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WITNESSETH
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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.

Charles G. Husted (SEAL)

Clara L. Husted (SEAL)

(SEAL)

(SEAL)

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COUNTY OF DOUGLAS } ss.

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(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 1943.

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 7th day of March 1944.

The First National Bank of Lawrence, Kansas
By F. C. Whipple Vice Pres. Mortgage Owner.

(Cof. Seal)