

DOUGLAS COUNTY

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Charles B. Neal
Charlotte B. Neal

STATE OF KANSAS,)
County of Douglas,) ss.

BE IT REMEMBERED, That on this 5 day of October A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charlotte B. Neal and Charles B. Neal wife and husband to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Mary C. Morgan
Notary Public.

(SEAL) (Term expires January 15 1938)

Recorded October 5, 1937 at 2:35 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5020

MORTGAGE

THIS INDENTURE, Made this first day of October in the year of our Lord nineteen hundred thirty-seven between Edward Rahskopf and Maud O. Rahskopf, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part; its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The North One-half (N $\frac{1}{2}$) of Lot Number Forty-two (42) on Massachusetts Street in the City of Lawrence.

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

And the said Edward Rahskopf and Maud O. Rahskopf, his wife, 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 except a mortgage dated October 1, 1937 to The First National Bank of Lawrence, Kansas for \$3000.00.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Edward Rahskopf
Maud O. Rahskopf

STATE OF KANSAS)
Douglas County,) ss:

BE IT REMEMBERED, That on this first day of October A.D. 1937 before me, the undersigned, a Notary Public, in and for said County and State, came Edward Rahskopf and Maud O. Rahskopf, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing, 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.

F. C. Whipple
Notary Public.

(SEAL) My Commission Expires January 27th, 1939.

Recorded October 7th 1937 at 11:55 A.M.

Harold A. Beck Register of Deeds.

Reg. No. 1241
Fee Paid \$2.50

This Release was written on the original Mortgage this 13th day of October 1937 by F. C. Whipple, Notary Public for Douglas County, Kansas. The mortgage was duly acknowledged by the parties and the same was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 7th day of October 1937.