Receiving No. 5778 - MORTGAGE RECORD 83 Reg. No. 1661 -

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Parte

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MORTGAGE

THIS INDENTURE, made this twenty-eight day of September , in the year of our Lord, one thousand nine hundred and thirty-eight between May E. Laptad, a widow, Pauline M. Laptad Sample and Leo Sample, her Numsband, Robert P. Lapited and Welba Lapited, his wife, Agnes T. Lapited, unmarried, Marguerite Lapited Vinyard and Robert Vinyard, her husband, being the sole and only heirs of Paul R. Lapited, deceased. of in the County of Douglas and State of Kansas parties of the first part, and The First Kation

of ______in the 'ounty of Douglas and State of Kansas parties of the first part, and The First Nationa Bank of Lawrence, Kansas, party of the second part. WITNESSETH, that the said parties of the first part in consideration of the sum of Eight thousan five hundred and no/100 (38,500,00) - DOLLARS, to them duly paid, the receipt of which is hereby ac-knowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and LORIGAGE to the said party of the second part, the following described real estate situated/in the county of Dougles and State of Kansas, to-wit:

That part of the Southwest Guarter $\binom{1}{4}$, Section Twelve (12), Township Twelve (12). South, Range Mineteen (19) East, described as follows: Beginning at a point in the West line of said Quarter section, 18.58 rods South of the Northwest corner thereof; thence South along said West line to the Southwest corner thereof; thence East along the South line of said Quarter section to the Southeast corner thereof; thence North along the East line of said Quarter section to a point 13.68 rods South of the Northeast corner thereof and thence Number social to a point lead road south of the Aeronant corner thereof and thereof Rest to the point of beginning, containing 140 acres, oreo or leas, subject to the right to construct and keep open a drain granted in the partition deed dated January 4, 1868, made by S.T. Zizzerman, et al. to Henry M. Simpson and recorded in the office of the Register of Deeds for said County in Volume T, page 36 and further reserving a perpetual right of may over and across said prefixes upon a strip 20 feet in width on the West side thereof run-tion feen Verth to Such depending of the lead method and in Tompic or the protect. ning from North to South, described in the last mentioned deed, in Douglas County, Kansas.

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 owners of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all parties raking lawful cle's 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 and well action the same the same during and parties and the the will be ret by builting upon well.

during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate whon the same becomes due and payable, and that they will keep the buildings upon sais real estate insured against fire and tormade in such sum and by such insurance company as shall be speci-fied and directed by the party of the second part, the loss, if any, made payable to the party 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 shall become due and payable and to keep said premises insured as herein provided, tion the party of the second part may pay said taxes and insurance, or either, and that amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear inter-et at the rate of 10% from the date of reward until Duly remaid.

the party

herein provided, tien the party 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 inter-est at the rate of 10% from the date of payment until fully repaid. THIS GRAW is intended as a mortgoge to secure the payment of the sum of Eight thousand five hundred and no/100 DOLIARS, second in the terms of one certain written obligation for the payment of said sum of money, executed on the 28th day of Soptember 1933, and by its terms made paymble to the part of the second part, with all interest accuring thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part with all interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the the same as provided in this indenture. <u>contrad</u> this conveyance shall be void if such payments be made as herein specified, and the obliga-tion rented thereby, or interest thereon, or if the taxes on said real estite are not paid when the same become due and paymble, or if the innurance 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 himediately mature and become due and payable at the option of the holder hereof, without notice, and it shall for it he said party of the second part to taxe accesiver appointed to col-lect the rents and benefits accruing thereform; and to see a receiver appointed to col-lect the rents and benefits accruing thereform; and to sell the praises hereby granted, or any part thereof, in the mannor presoribed by law and out of all moneys arising from such sale or eation the a-mount 109.

165. It is agreed by the parties hereto that the terms and provision 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 successo of the respective parties hereto. IN WINESS MIEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Varguorite Laptad Vinyard	May E. Laptad
R. W. Vinyard	Pauline M. Laptad
Mrs. Melba Laptad	Leo Sample
Robert P. Laptad	Agnes T. Laptad

STATE OF KANSAS COUNTY OF Douglas) . SS:

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Be It Remembered, That on this 6th day of Oct A.D.1938 before me, a Motary Fublic in the afore-said County end State, came Karguerite Laptad Vinyard and Robert Vinyard, her hushand, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of me personally

no. IN WIINESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. S. A. Wood

(SEAL) My Commission Expires on the 10th day of April 1941.

STATE OF ILLINOIS) SS.

Be It Remombered, That on this 5th day of Oct 4.D.1938 before me, a Metary Publid in the afore-said County and State, came May. E. Laptad, a widow, Peuline M. Laptad Sample and Leo Sample, her hus-band, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(SEAL) My Commission Expires Nov. 12, 1941

Notary Public.

Sample