

FROM  
Frank W. McDonald and  
Helen McDonald, his wife  
TO  
Lawrence National Bank  
Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 17 day of  
May A. D. 19 39, at 8:45 o'clock A. M.  
Narvel A. Beck  
Register of Deeds.  
B: Deputy.

THIS INDENTURE Made this 1st day of May in the year of our Lord, one thousand nine hundred and thirty-nine between Frank W. McDonald and Helen McDonald, his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-one hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, 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 at the Northwest Corner of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Nineteen (19), Township Twelve (12), Range Twenty (20) thence running East Eighty (80) rods; thence South Twenty (20) rods; thence West Sixty (60) rods; thence South eight (8) rods; thence West Twenty (20) rods; thence North Twenty-eight (28) rods, to the place of beginning containing Eleven (11) acres, less that portion thereof described in the deed recorded in Book 125, Page 204 of the records of Douglas County, Kansas, all in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 seised 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 thereon.

It is agreed between the parties hereto that the part 100 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 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 100 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 Thirty-one hundred and no/100 DOLLARS.

according to the terms of TWO certain written obligation for the payment of said sum of money, executed on the 1st day of May 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 100 of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 or 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 covenantance 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 make such sale, on demand, to the first part 100.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 100 of the first part have hereunto set their hand and seal on the day and year last above written.

Frank W. McDonald (SEAL)

Helen McDonald (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS }

BE IT REMEMBERED, That on this 13th day of May A. D. 19 39, before me, a Notary Public in the aforesaid County and State, came Frank W. McDonald and Helen McDonald, his wife

(SEAL) to me personally known to be the same person, 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 19th day of August 19 39.

Geo. D. Walter 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 22 day of Dec 19 41.

(Copy Seal)

Lawrence National Bank  
Lawrence, Kansas  
Mortgagee. Owner.

Geo. H. Kuhnke Clerk

This release was written on the original mortgage  
26 entered  
of Dec 29 41  
244  
Narvel A. Beck  
Reg. of Deeds