

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

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

May 19 1939, at 10 o'clock A. M.
By Norrell G. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 9th 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 Twenty-six hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in ye said, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 586.29 feet South of the Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence East 313.5 feet, thence South 38.94 feet, thence East 52.65 feet, thence South 416.84 feet, more or less, to the South line of the South Six acres of the North Fifteen (15) acres of the West Nineteen (19) acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence West 366.35 feet, thence North 455.78 feet, more or less to the place of beginning, subject to all legal highways.

with the appurtenances and all the estate, title and interest of the said part 1st 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 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 1st 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 party of the second part to the extent of its interest. And in the event that said part 1st 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 by, to secure the payment of the sum of Twenty-six Hundred and no/100 ----- DOLLARS, according to the terms of DEED certain written obligation for the payment of said sum of money, executed on the 9th day of May 1939 and by the 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 1st 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 insured as herein provided, then the part y of the second part 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.

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 created, or any part thereof, in the manner provided 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 part y of the second part, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions 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 successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Frank W. McDonald (SEAL)

Helen McDonald (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 13 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

to me personally known to be the same person as 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 19 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 (f record). Dated this 26 day of July, 1939.

Lawrence National Bank, Lawrence, Kansas
S. W. Thorne Cashier

(Cor. Seal)

This release was written on the original mortgage.

entered this 26 day of July, 1939.

Norrell G. Beck

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