

MORTGAGE RECORD 84

Reg. No. 1865
Fee Paid, \$ 3.50

FROM
Fred S. Williams and Daisy M. Williams
TO
TO
By
Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 27 day of July A. D. 19 39, at 1:30 o'clock P.M.
Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 27th day of July, in the year of our Lord, one thousand nine hundred and thirty-nine between Fred S. Williams and Daisy M. Williams, 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 Fourteen hundred and no/100 ----- 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:

Lot number Two (2), Block number Three (3) Lane Place, in the City of Lawrence, Douglas County, Kansas, located at and further known as 646 Missouri Street, Lawrence, Kansas; same being the homestead of the first parties.

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 therein.

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 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 part Y of the second part to the extent of 100% 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 Fourteen hundred and no/100 ----- DOLLARS.

according to the terms of the 000 certain written obligation for the payment of said sum of money, executed on the 27th day of July 19 39, 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 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 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 10% interest on said real estate are not kept up as provided herein, or if said parties, then the covenant herein 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 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 on the day and year last above written.

Fred S. Williams (SEAL)

Daisy M. Williams (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 27th day of July A. D. 19 39, before me, a Notary Public in the aforesaid County and State, came Fred S. Williams and Daisy M. Williams, his wife

(SEAL)

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 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 2nd day of November, 1943.

(Corp. Seal)

The Lawrence National Bank
By Geo. D. Walter
Vice-President

Mortgagee. Owner.

This Release was written on the original Mortgage and entered this 2nd day of November 1943.
Harold A. Beck
Register of Deeds