

Receiving No. 8318

MORTGAGE RECORD 84

Reg. No. 1884

Fee Paid, \$1.00

FROM
Emma Hagan, a widow
 TO
Peoples State Bank, Lawrence, Kansas
 By Ward A. Cook
 Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

August A. D. 1939, at 2:10 o'clock P. M.

Register of Deeds.

THIS INDENTURE, Made this twelfth day of August, in the year of our Lord, one thousand nine hundred and thirty nine, between
Emma Hagan, a widow

of Lawrence in the County of Douglas and State of Kansas
 party of the first part, and

Peoples State Bank, Lawrence, Kansas party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
Three hundred seventy 00/100 DOLLARS, to her duly paid, the receipt of
 which is hereby acknowledged, ha. s. s. and by this indenture does 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:

Commencing at a point Seven hundred Seven and Five hundredths (707.05)
 feet South of the Southeast Corner of Lot Numbered Nine (9) in Block
 Four (4) of Babcock's Addition to the City of Lawrence; thence running
 due West One hundred Seventeen (117) feet; thence due South Fifty (50)
 feet; thence due East One hundred Seventeen (117) feet; thence due
 North Fifty (50) feet to the place of beginning; in the Northwest
 Quarter (2) Section Six (6), Township Thirteen (13), Range Twenty (20),
 in the City of Lawrence.

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

And the said party of the first part do c. hereby covenant and agree that at the delivery hereof she is 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 whatsoever

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 she 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 party of the second part, the less, if any, made payable to the party of the second part to the
 extent of its interest. And in the event that said party 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 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 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

Three hundred seventy 00/100 DOLLARS, according to the terms of 000 certain written obligation for the payment of said sum of money, executed on the 12th day of August 1939.

and by its terms made payable to the party 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 party 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 party 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 provided, 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 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 obligation 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 party of the second part

OR RECEIPTS 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 granted, 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 party of
 the first part.

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 party of the first part ha. s. s. hereunto set her hand and seal the day and year last above

written.

Emma Hagan (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
 County of Douglas ss.

BE IT REMEMBERED, That on this 12th day of August A. D. 1939, before me, a

Notary Public in the aforesaid County and State, came

Emma Hagan, a widow

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 22nd day of March 1942.

T. J. Sweeney, Jr.
 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 8th day of April, 1941.

Peoples State Bank, Lawrence, Kansas
by T. J. Sweeney Jr., President Mortgagee. Owner.

(Corp. Seal)

This Release
 was written
 on the original
 Mortgage
 entered
 this 8th day
 of April
 1941

Ward A. Cook
 Reg. of Deeds.

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