

MORTGAGE RECORD 84

FROM
R. G. Brown & Lottie Brown, his wife
 TO
The First National Bank Lawrence, Kansas
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 25 day of
October A. D. 1939, at 11:00 o'clock A. M.
Harold A. Beck
 Register of Deeds.
 By Deputy.
 THIS INDENTURE, Made this twenty-fourth day of October, in the year of our Lord, one thousand nine
 hundred and thirty-nine between
R. G. Brown and Lottie Brown, his wife,
 of in the County of Douglas and State of Kansas
 part 1st of the first part, and The First National Bank of Lawrence, Lawrence, Kansas
 part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
One thousand two 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:

The Northeast one-quarter ($\frac{1}{4}$) of Section 26, Township 14, Range 18, Douglas County, Kansas,
 containing 160 acres more or less.

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

And the said part 1st 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 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 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 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 less, 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 1st of the first part shall fail to pay such taxes when the same become due and payable, and to keep said policies 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

according to the terms of ONE certain written obligation One thousand two hundred and no/100 DOLLARS,
 and by its 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 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
 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 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 part Y
 making such sale, 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 have hereunto set their hand and seal the day and year last above

written.

R. G. Brown (SEAL)

Lottie Brown (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.
 County of DOUGLAS

BE IT REMEMBERED, That on this 24th day of October A. D. 1939, before me, a
 Notary Public in the aforesaid County and State, came

R. G. Brown and Lottie Brown, his wife,

to me personally known to be the same person s 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

(SEAL)

My commission expires on the 16th day of May 19 40.

Kelvin Hoover
 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 October 19 42

The First National Bank of Lawrence, Lawrence, Kansas
 Mortgagee.

(Corp. Seal)

Kelvin Hoover Cashier

This Release
 was written
 on the original
 Mortgage

entered
 this 2nd day
 of October
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Harold A. Beck
 Reg. of Deeds.

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