

## MORTGAGE RECORD 84

Reg. No. 2117  
Fee Paid, \$1.00

FROM  
 William Stone & Sarah L. Stone, his wife  
 TO  
 The First National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 14 day of  
 November A. D. 1939, at 4:45 o'clock P. M.  
 By *Harold A. Whipple* Register of Deeds.  
 Deputy.

THIS INDENTURE, Made this fourteenth day of November, in the year of our Lord, one thousand nine hundred and thirty-nine between  
 William Stone and Sarah L. Stone, his wife  
 of Lawrence in the County of Douglas and State of Kansas  
 part 108 of the first part, and  
 The First National Bank of Lawrence part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
 Four 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:

Beginning at a point 16 rods North of the Southwest corner of the Southwest one-quarter (1/4) of Section 10, Township 14, South of Range 20 East of the Sixth Principal Meridian; thence due North one hundred fifteen (115) rods, more or less to the point where the right of way of the Atchison, Topeka and Santa Fe Railway intersects the West line of said section; thence Southeasterly along the South line of the said right of way one hundred twenty-one (121) rods twelve (12) feet six (6) inches more or less; thence due west forty-three (43) feet, more or less; thence due South sixteen (16) rods twenty-eight (28) feet, more or less to the South line of said section; thence West five (5) rods, more or less; thence North sixteen (16) rods, more or less; thence due West thirty-two and one-half (32 1/2) rods, more or less to the point of beginning, containing thirteen and one-half (13 1/2) acres, more or less, less the one-half (1/2) acre herein set out in deed Book 105, page 520.

with the appurtenances and all the estate, title and interest of the said part 108 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, 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 part 108 of the first part shall as 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 100% interest. And in the event that said part 108 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  
 Four hundred and no/100 DOLLARS,

according to the terms of 000 certain written obligation for the payment of said sum of money, executed on the 14th day of November 1939, and by its terms made payable to the part Y of the second part, with all interest according thereto 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 Y 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 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 covenant 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 arising 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.

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 arising 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 108 of the first part have hereunto set their hands and seal S. the day and year last above written.

William Stone (SEAL)

Sarah L. Stone (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }  
 County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 14th day of November A. D. 1939, before me, a Notary Public in the aforesaid County and State, came  
 William Stone and Sarah L. Stone, his wife,

to me personally known to be the same persons 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 27th day of January 1943.

F C Whipple  
 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 6th day of January, 1940.

The First National Bank of Lawrence  
 by F. C. Whipple, Vice Pres. Mortgagee. Owner.

(Ref. Seal)

This Release  
 has been  
 as written  
 on the original  
 mortgage,  
 and is  
 attested  
 on this day  
 of January  
 1940  
 by  
 F. C. Whipple  
 Notary Public