

MORTGAGE RECORD 84

Receiving No. 3398

Reg. No. 2175

Fee Paid, \$ 7.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of

February A. D. 1940, at 2:45 o'clock P.M.

Anna Pearson Arthur and C. S. Arthur, her husband

TO

The First National Bank Lawrence, Kansas

By

Harold R. Whipple
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 1st day of February, in the year of our Lord, one thousand nine hundred and forty between

Anna Pearson Arthur and C. S. Arthur, her husband,

of Lawrence in the County of Douglas and State of Kansas
part 123 of the first part, and

The First National Bank of Lawrence part V of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Three thousand and no/100 (\$3000.00) - - - DOLLARS, to them July paid, the receipt of which is hereby acknowledged, ha^{ve} sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part V of the second part, the following, described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The Northwest Quarter of the Northwest Quarter of Section Twenty-four (24),
Township Twelve (12), Range Nineteen (19).

with the appurtenances and all the estate, title and interest of the said part 123 of the first part therein.

And the said part 123 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 titled of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

so 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 123 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 V of the second part, the loss, if any, made payable to the part V of the second part to the extent of the interest. And in the event that said part 123 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 V 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 1% from the date of payment said full recast.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three thousand and no/100 - - - - - DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 1st day of February 1940

and by the terms made payable to the part V 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 V 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 123 of the first part shall fail to pay the same as provided in this indenture

And the covenants 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 covenantance 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 V 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 overplus, if any there be, shall be paid by the part V of the second part, on demand, to the first part 123.

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 123 of the first part have hereunto set their hand and seal on the day and year last above written.

Anna Pearson Arthur (SEAL)

C. S. Arthur (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 1st day of February A. D. 1940, before me, a

Notary Public in the aforesaid County and State, came

Anna Pearson Arthur and C. S. Arthur, her husband,

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

(SEAL)

above written. My commission expires on the 23rd 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 of record. Dated this 30th day of March, 1941.

The First National Bank of Lawrence

Mortgagee.

Owner.

(Cof. Seal)

By F. C. Whipple Vice Pres

In City of Lawrence, Kansas, on the 1st day of February, 1940, at 2:45 o'clock P.M.

This mortgage
was filed
on the original
Mortgage
made by
Anna Pearson Arthur
and C. S. Arthur
on the 1st day of
February, 1940.
Harold R. Whipple
Reg. of Deeds