

MORTGAGE RECORD 84

Reg. No. 2254
Fee Paid, \$27.10

141

Receiving No. 9940

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24th day of

TO

April A. D. 1940 at 4:55 o'clock P. M.

By

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 24th day of April, in the year of our Lord, one thousand nine hundred and forty, between
Chester A. Spray, otherwise known as C. A. Spray, and Mattie M. Spray, his wife,
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence

WITNESSETH, that the said part of the first part, in consideration of the sum of Eleven thousand and no/100 (\$11,000.00) 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:

Begin at an iron pipe 375 feet North and 495 feet West of the common corner of Section 9, 10, 15, and 16, of Township 12, Range 19, thence South Parallel to the Section line, 1250 feet to an iron pipe, thence South 85 degrees, East 496 feet to Section line between Section 15 and Section 16, thence in Section 15, North 88 degrees East 556 feet to an iron pipe at the southwest corner of the well tract, thence North 13 degrees West 131 feet, thence North 74 degrees East 145 feet, thence South 11 degrees East 171 feet to a point on the prior course of North 88 degrees East and 142 feet distant from the iron pipe at the end of said course, thence North 88 degrees East 242 feet, making the entire course of North 88 degrees East a total of 950 feet, thence North 87 degrees East 337 feet to the iron pipe in center of public road and at the common corner of Tracts No. 4 and No. 6, thence North between said tracts 684 feet to an iron pipe on line between Section 10 and Section 15, thence continuing North 365 feet to an iron pipe at the common corner of tracts No. 5 and No. 6 thence West 1761 feet to place of beginning and containing about 50 and 73/100 acres known as Tract No. 6 on plat of the Baldwin estate. Also a tract of land described as follows: Begin at an iron pipe in center of public road, 1266 feet East and 365 feet North of the Southwest corner of Section 10, thence West 1911 feet, along line between tracts No. 5 and No. 6 to an iron pipe, thence North 1275 feet to an iron pipe in South line of Atchison, Topeka and Santa Fe right of way, thence South 70 degrees, 38 minutes East, 1800 feet more or less along the South line of said right of way to a point 225 feet from center of public road on South line of said right of way and being the point at the Northwest corner of tract No. 2, thence South 5 degrees East 232 feet, thence East 190 feet to center of public road, at Southeast corner of Tract No. 2, thence South 429 feet to place of beginning, containing 40 acres, 17.20 acres being in Section 9 and 22.80 acres being in Section 10, and known as tract No. 5 on plat of the Baldwin estate, in the County of Douglas and State of Kansas.
Also the Southeast Quarter of Section 1, Township 13, Range 20, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties 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 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 part OS. 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 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 the interest. And in the event that said parties 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 Eleven 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 24th day of April 1940, 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 OS. 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 prescribed 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 making such sale, on demand, to the first part OS.

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 the day and year last above written.

Chester A. Spray (SEAL)

Mattie M. Spray (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 24th day of April A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Chester A. Spray, otherwise known as C. A. Spray, and Mattie M. Spray, his wife,

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.

(SEAL)

My commission expires on the 27th day of January 1942.

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 19th day of January, 1944.

(Corp. Seal)

The First National Bank of Lawrence, Kansas
F. C. Whipple Vice Pres

Mortgagee. Owner.

This Release was written on the original Mortgage entered this 19th day of January 1944
F. C. Whipple
Reg. of Deeds.

File paid when at 96-102