

MORTGAGE RECORD 84

Reg. No. 2277 <

Fee Paid, \$6.75

FROM
 Ralph G. Achning and Cloyd B. Achning, husband and wife
 TO
 Peoples State Bank Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 15 day of
 May A. D. 1940, at 4:00 o'clock P. M.
 North A. Beck
 Register of Deeds.
 By Deputy.

THIS INDENTURE, Made this twenty-fourth day of April, 1940, in the year of our Lord, one thousand nine hundred and forty between
 Ralph G. Achning and Cloyd B. Achning, husband and wife
 of Lawrence, in the County of Douglas and State of Kansas
 parties of the first part, and Peoples State Bank, Lawrence, Kansas party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Thirty five hundred 00/100 ----- 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 party of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot number Thirteen (13) in Block number Fifteen (15), Lane Place
 Addition, an addition to the City of Lawrence, with the appurtenances
 and all the estate, title and interest of the said first parties
 therein.

It is agreed between the parties hereto that, in the event of the sale of the above
 described premises, then this conveyance shall become absolute and the whole sum
 remaining unpaid, and all of the obligations provided for in the 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.

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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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

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 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 party of the second part, the loss, 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 other, 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

Thirty five hundred 00/100 ----- 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 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 parties 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 party 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 party of the
 making such sale, on demand, to the first party of the first part.

It is agreed by the parties hereto that the terms and provisions of this Indenture set out 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 on the day and year last above
 written.

Ralph G. Achning (SEAL)

Cloyd B. Achning (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
 County of Douglas } ss.

BE IT REMEMBERED, That on this 15th day of May A. D. 1940, before me, a
 Notary Public in the aforesaid County and State, came
 Ralph G. Achning and Cloyd B. Achning, husband and 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.

My commission expires on the 22nd day of March 1940.

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 25 day of April 1940.

(Coy. Seal)

Peoples State Bank, Lawrence, Kansas.
 Geo. Lunkley Cooker Mortgagee. Owner.

This release
 was written
 on the original
 mortgage
 entered
 this 25 day
 of April
 1940
 North A. Beck
 Reg. of Deeds