

## MORTGAGE RECORD 84

Reg. No. 2313 &lt;

Fee Paid, \$ 7.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

Robert Peterson and Helen Peterson, husband and wife

June A. D. 1940, at 4:31 o'clock P. M.

Peoples State Bank, Lawrence, Kansas.

By

Narciss A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this seventh day of June, in the year of our Lord, one thousand nine hundred and forty between Robert Peterson and Helen Peterson, husband and wife

of -- in the County of Douglas and State of Kansas  
parties of the first part, and Peoples State Bank, Lawrence, Kansas part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty eight 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 in the County of Douglas and State of Kansas, to-wit:

The East Half (1/2) of the Northeast Quarter (1/4) of Section Eleven (11) Township Thirteen (13), South of Range Eighteen (18) East of the Sixth Principal Meridian, Less 1 1/2 acres out of the Northeast corner of said tract conveyed to School District No. 62, Also, The West One Half of the North East Quarter of Section Eleven (11) Township Thirteen (13) Range Eighteen (18) and commencing at the North West corner of the South East Quarter of Section Eleven (11) Township Thirteen (13) Range Eighteen (18), thence South on the West line of said Quarter Section to a point where said West line first intersects the middle of the channel of Wakarusa Creek, thence Northerly to the middle of the channel of said Creek to the point on said creek known as "Kinsey Ford" thence southeasterly down the middle of the channel of said Creek to a point 17 chains South of the North line of said Quarter Section, thence East to a point 18.75 chains East of the West line of said Quarter Section, thence North to the North line of said Quarter Section, thence West on said North line 18.75 chains to the place of beginning, containing 50 acres more or less, reserving the right of way across said ford, thence Southeasterly along the North bank of said Creek to the South line of the land last herein described in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said party 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 lawful estate of inheritance therein, free and clear of all incumbrances whatsoever.

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 party 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 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 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 party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, accrued 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 Twenty eight hundred 00/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 7th day of June 1940, and by the 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 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 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 surplus, if any there be, shall be paid by the party of the first part, 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 and each and every obligation thereon 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 hands and seal the day and year last above written.

Robert Peterson (SEAL)

Helen Peterson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
County of Douglas

BE IT REMEMBERED, That on this 10th day of June A. D. 1940, before me, a

Notary Public in the aforesaid County and State, came Robert Peterson and Helen Peterson, husband and wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 22 day of March 1942.

T. J. Swesney, 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 17th day of February 1942.

The First National Bank, Lawrence, Kan.  
By F. C. Whipple Vice Pres. Owner.

(Corp. Seal)

This Release was written on the original Mortgage and signed the 17th day of February 1942.  
Narciss A. Beck  
Reg. of Deeds.