

MORTGAGE RECORD 84

Reg. No. 2371

Fee Paid, \$2.50

FROM
August Malmberg, a widow, and Oscar C. Malmberg, a single man
TO
The First National Bank of Lawrence, Kansas By

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 3rd day of August A. D. 1940, at 2:20 o'clock P. M.
Nard O. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this nine/teenth day of July, in the year of our Lord, one thousand nine hundred and forty between
Augusta Malmberg, a widow, and Oscar C. Malmberg, a single man, Emma Malmberg Myers and John T. Myers; Marie Mosiman and Harry C. Mosiman, wife and husband

parties of the first part, and The First National Bank of Lawrence, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand and no/100 (\$1000.00) ----- DOLLARS, to them duly 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 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast one-quarter (SE $\frac{1}{4}$) of Section 34 Township 13 Range 18, containing 160 acres.

STATE OF New Jersey)
COUNTY OF Essex) ss:

Be It Remembered, that on this 29th day of July A.D. 1940 before me, the undersigned, a Notary Public in and for said County and State, came Emma Malmberg Myers and John T. Myers the mortgagors named in the foregoing mortgage to me known to be the same persons as executed the foregoing, and such person duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission expires Feb. 4, 1941

H C Husk
NOTARY PUBLIC OF NEW JERSEY

STATE OF NEBRASKA)
COUNTY OF RICHARDSON) ss

Now, on this 1st day of August, 1940, before me, a notary public, duly commissioned and qualified for and residing in said county and state, personally came Marie Mosiman and Harry C. Mosiman, wife and husband, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

Witness my hand and notarial seal the day and year last above written.

(SEAL) My commission expires May 14, 1941

Archibald J. Weaver
Notary Public

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 owner of the premises above granted, and seised 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 therein.

It is agreed between the parties hereto that the part 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 of the second part, the how, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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 One thousand and no/100 DOLLARS ----- DOLLARS, according to the terms of the said certain written obligation for the payment of said sum of money, executed on the nine/teenth day of July 1940, and by its terms made payable to the part 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 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 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 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 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 said part of the first part, to, do and, to the first part of the second 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 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.

Augusta Malmberg (SEAL)
Oscar C Malmberg (SEAL)
Emma Malmberg Myers (SEAL)
John T. Myers (SEAL)
Marie Mosiman (SEAL)
Harry C. Mosiman (SEAL)

STATE OF Kansas)
County of Douglas) ss.

BE IT REMEMBERED, That on this 19th day of July A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Augusta Malmberg, a widow, and Oscar C. Malmberg, a single man 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 above written.

My commission expires on the 13th day of July 1944.

George Docking
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 13th day of January 1944.

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

(Corp. Seal)

This Release was written on the original Mortgage entered on the 13th day of January 1944 at Lawrence, Kansas. Nard O. Beck Reg. of Deeds