

FROM
and
Albert Hamlin & wife / Nowt Hamlin and wife
TO
The First National Bank, Lawrence, Kansas
By
August 3rd day of August, A. D. 1940, at 2:30 o'clock P.M.
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 3rd day of August, in the year of our Lord, one thousand nine hundred and forty between
Albert Hamlin and Martha Hamlin, his wife, and Nowt Hamlin and Ella May Hamlin, his wife,
of in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank, Lawrence, Kansas party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Sixteen Hundred and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have said, 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:

The Northeast Quarter (1/4) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4), also commencing at the Southeast corner of Southeast Quarter (1/4), Section Thirteen (13), Township Twelve (12), Range Eighteen (18); thence West Forty (40) rods; thence North Forty (40) rods; thence West Seventeen and Eighty one hundredths (17.81) rods; thence North Forty (40) rods; thence East Fifty Seven and eighty one hundredths (57.81) rods; thence South Eighty (80) rods to beginning, containing Twenty Four and Forty five hundredths (24.45) acres, all being in Section Thirteen (13), Township Twelve (12), Range Eighteen (18), in Douglas County, Kansas.

Also, The Southwest Quarter of the Southeast Quarter of Section Thirteen (13), Township Twelve (12) South, of Range Eighteen (18) East of the Sixth Principal Meridian, and also the South Half of the Northwest Quarter of Southeast Quarter of Section Thirteen (13), Township Twelve (12) South of Range Eighteen (18), East of Sixth Principal Meridian.

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 incumbrance and that they will maintain and defend the same against all parties making lawful claim thereto.

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 less, if any, made payable to the party of the second part to the extent of 10% interest. And in the event that said parties of the first part shall fail to pay said 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 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 Sixteen Hundred and No/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 3rd day of August, 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 at 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 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 of the first part making such sale, on demand, to the first 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 seals the day and year last above written.

Albert Hamlin (SEAL)
Martha Hamlin (SEAL)
Nowt Hamlin (SEAL)
Ella May Hamlin (SEAL)

STATE OF KANSAS
County of DOUGLAS

BE IT REMEMBERED, That on this 3rd day of August, A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Albert Hamlin and Martha Hamlin, his wife, and Nowt Hamlin and Ella May Hamlin, his wife, to me personally known to be the same persons 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 27th 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 11th day of March, 1946.

The First National Bank, Lawrence, Kansas
Mortgagee
Owner.

(curs. seal) By F. C. Whipple
Vice Pres

This release was written on the original mortgage entered this 13th day of March 1946.

Handwritten signature and stamp.

See Release Return to Bank. 88 Page 359.