

## MORTGAGE RECORD 84

Reg. No. 2511  
Fee Paid, \$12.50

FROM

Lucy C. Heine, et al  
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

December

A. D. 1940, at 3:30 o'clock A.M.

N. W. R. B. R.  
Register of Deeds.

Deputy.

The Lawrence National Bank, Lawrence, Kansas.

By

THIS INDENTURE, Made this 6th day of December, in the year of our Lord, one thousand nine hundred and forty between  
Lucy C. Heine, a widow, Otis C. Heine and Mary Heine, his wife and Henry R. Heine, a single manof --- In the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five thousand and no/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:

The East One hundred twenty (120) acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township Thirteen (13), Range Eighteen (18);  
Also, the North Half of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Thirteen (13), Range Eighteen (18). And beginning at the Southwest (SW) Corner of the North Half of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-eight (28); thence North 80 3/4° East 40 chains; thence South 91° East 13.535/1000 chains; thence South 80 3/4° West 4.485/1000 chains; thence North 45 3/4° West 4.39/100 chains to a stone in the Clinton Road; thence South 80 3/4° West 33 chains; thence North 91° West 19.035/1000 chains to the place of beginning -- 42.14/100 acres more or less in Douglas County, Kansas.

And beginning at the Southeast corner of the Northeast Quarter of Section Twenty (20), Township Thirteen (13), Range Eighteen (18), thence North 5.50 chains, thence West to the center of Wakarusa Creek, thence up the center of said Creek to the South line of said Quarter Section; thence East 19 chains to the place of beginning, containing 9 acres, more or less.

Also, beginning at the Northeast Corner of the Southeast Quarter of Section Twenty (20), Township Thirteen (13), Range Eighteen (18), thence South 10 $\frac{1}{2}$  chains, thence West 7 chains to the center of Wakarusa Creek; thence down the center of said Creek to a point opposite land mark 18.35/100 chains west and 2.30/100 chains South of said Quarter Section corner thence North 66 degrees West 7 chains, past said land mark to the center of Wakarusa Creek; thence down the center of said creek to the North line of said Quarter Section; thence East 19 chains to the place of beginning, containing 21.13/100 acres (containing in all descriptions 272.27 acres, more or less).

Also The East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Five (5), Township Fourteen (14), Range Eighteen (18), except a certain tract of land described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Five (5), Township Fourteen (14), Range Eighteen (18), thence North on the East line 96 rods, thence West 8 1/3 rods, thence South to the center of Rock Creek, thence along the bed of Rock Creek 25 rods to the east line of J. L. Moss land, the same being 33 1/3 rods due west from the East line of said Section Five (5), thence due South along the east line of said land owned by John L. Moss to the South line of said Northeast Quarter Section, thence East 33 1/3 rods to the place of beginning containing sixteen and one-fourth (16 $\frac{1}{4}$ ) acres, all of said land containing in the aggregate 63 acres in Douglas County, Kansas. (total 335.27 acres)

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 incumbrances

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 1st 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 parties of the second part, the loss, 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 such taxes when the same become due and payable and to keep said premises insured as herein provided, then the parties 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

Five thousand and no/100 ----- DOLLARS,

according to the terms of ORO certain written obligation for the payment of said sum of money, executed on the 6th day of December 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 party 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 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 parties.

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 thereon shall extend and inure to, and be enforceable 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 6th day and year last above written.

Lucy C Heine (SEAL)

Otis C Heine (SEAL)

Mary Heine (SEAL)

Henry R Heine (SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS }

BE IT REMEMBERED, That on this 6th day of December A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Lucy C. Heine, a widow, Otis C. Heine and Mary Heine, his wife and Henry R. Heine, a single man

to me personally known to be the same person as 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 25 day of January 1942

Geo. W. Kuhne  
Notary Public.

This release was written on the original mortgage entered this 2 day of July 1940

Handed A. B. R.  
Reg. of Deeds  
of Lawrence, Kansas  
Deputy

## 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 (except). Dated this 30th day of June 1941

Attest: L. W. B. R. Sec. Cashier  
S. J. B. R. Sec. Vice-Pres.

Mortgagee. Owner.

(Cap. Seal)