

MORTGAGE RECORD 84

Reg. No. 2527
Fee Paid, \$4.25

FROM

Ella Cox, a single woman,
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

December A. D. 1940, at 9:30 o'clock A. M.

Nardell A. Beck
Register of Deeds.

The First National Bank of Lawrence, Kansas

By

Deputy.

THIS INDENTURE, Made this nine^{teenth} day of December, in the year of our Lord, one thousand nine hundred and forty between

Ella Cox, a single woman,

of Bell in the County of Los Angeles and State of California
part Y of the first part, and

The First National Bank of Lawrence

part Y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of One thousand seven hundred and no/100 (\$1,700.00) - - - - - DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell, Grant, Bargain, Sell and Mortgage to the said party Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Begin Fourteen hundred nine (1409) feet North of the Southeast corner of the Southwest quarter (SW $\frac{1}{4}$) of Section two (2), Township thirteen (13) South of Range twenty (20) East of the Sixth Principal Meridian; thence West Twenty-three hundred seventy-four (2374) feet to the West boundary of Shawnee Reserve; thence North Eleven hundred Ninety-four (1194) feet to the right of way of the Atchison, Topeka and Santa Fe Railway; thence East on the South line of said Right of way line Twenty-three hundred eighty-four (2384) feet to the East line of the quarter section; thence South Eleven hundred ninety-four (1194) feet to the beginning.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party Y of the first part do sell, hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seised of a good and inalienable 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 thereof.

It is agreed between the parties hereto that the party Y 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 she 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 Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of its interest. And in the event that said party Y 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 Y 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 seven hundred and no/100 - - - - - DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the nine^{teenth} day of December 1940 and by its terms made payable to the party Y 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 Y 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 Y 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 on 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 Y 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 Y making such sale, on demand, to the first party Y.

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 here to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party of the first part has hereunto set her hand and seal the day and year last above written.

Ella Cox (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF California } ss.
County of Los Angeles }

BE IT REMEMBERED, That on this 21st day of December A. D. 1940, before me, a Notary Public in the aforesaid County and State, came

Ella Cox, a single woman

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 19th day of March 1942.

J. A. Lawler

In and for the County of Los Angeles State of California

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 24th day of July, 1941.

(Corp. Seal)

The First National Bank of Lawrence, Kansas
By F. C. W. Kipple, Vice Pres. Mortgagee. Owner.

This Release was written on the original Mortgage entered this 21st day of July, 1941.

Nardell A. Beck
Register of Deeds.