

MORTGAGE RECORD 84

FROM  
Rosa C. Harper, a Widow Lawrence, Kansas  
TO  
The Lawrence National Bank Lawrence, Kansas  
By  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 6 day of May A. D. 1941, at 4:40 o'clock P. M.  
Narvel A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 21st day of April, in the year of our Lord, one thousand nine hundred and Forty-One between Rosa C. Harper, a Widow of Lawrence in the County of Douglas and State of Kansas party of the first part, and The Lawrence National Bank, Lawrence, Kansas part y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Thousand (\$5,000.00) & No/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha... and by this indenture do es... 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:

Lots 1, 2, 3, 16, 17 and 18 in Chambers Place, an addition in and to the City of Lawrence, according to the recorded plat filed for record in the office of the Register of Deeds for Douglas County, Kansas on June 24, 1911, such parcel of land being described by notes and bounds as follows: Beginning at the Southwest corner of the intersection of 21st and Massachusetts Streets; thence West 250 feet along the South line of 21st Street; thence 151.7 feet South along Vermont Street; thence East 250 feet to Massachusetts Street; thence North 151.9 feet along Massachusetts Street to the point of beginning 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 party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized 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 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 part of the second part, the loss, if any, made payable to the part of the second part to the extent of the interest. And in the event that said party 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 sue and recover the same taxes and insurance, or other 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 (\$5,000.00) & No/100 DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 21st day of April 1941 and by the 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 party of the first part shall fail to pay the same as provided in this indenture

And the conveyance shall be void if such payment be made as herein specified, and the obligation hereon shall be fully discharged. If default be made in such payment or any part thereof or any obligation created thereby, or if 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 party.

It is agreed by the parties hereto that the terms and provisions of this indenture and cash and every obligation thereon, created, 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 part of the first part has hereunto set her hand and seal the day and year last above written.

Rosa C. Harper (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS  
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 6th day of May A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Rosa C. Harper, a Widow

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 19th day of August 1943

Geo D Walter  
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 17 day of June 1941.

(Corp Seal) Lawrence National Bank Lawrence, Kansas  
Geo W. Zinke Cashier  
Owner.

Instrument 2055-583

This Release was written on the original Mortgage. Witnessed this 17th day of June 1941. Narvel A. Beck Reg. of Deeds.