

## MORTGAGE RECORD 84

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

June A. D. 1941, at 9:20 o'clock A. M.

Narrell A. Beck  
Register of Deeds.E. F. ENGEL and CORA E. ENGEL, his wife  
TO

THE LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS

By

Deputy.

THIS INDENTURE, Made this 16th day of June, in the year of our Lord, one thousand nine hundred and Forty-one between

E. F. Engel and Cora E. Engel, his wife

of Lawrence 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 part -- of the first part, in consideration of the sum of Eleven thousand 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point eight hundred fifty-eight (858) feet East of the Southwest (SW) Corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19) in the center of the present road running North and South; thence North four hundred fifty-five and four tenths (455.4) feet; thence West one hundred ninety-eight (198) feet; thence South four hundred fifty-five and four tenths (455.4) feet; thence East one hundred ninety-eight (198) feet to the point of beginning, containing two (2) acres, more or less; excepting a tract described as follows: Beginning at the northeast corner of the real estate described above; thence South 30 feet; thence Westerly to a point which is 198 feet West and 393.34 feet North of the Southeast corner of said tract; thence North to the Northwest corner of said tract; thence East to the point of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they warrant and defend the same against all parties making lawful claim thereon.

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 becomes due and payable, and that they -- 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 Y of the second part, the less, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 1st 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 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

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

according to the terms of said certain written obligation for the payment of said sum of money, executed on the 16th day of June 1941, and by the terms made payable to the part 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 part 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 part 1st 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 payment 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 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 satisfy the amount then unpaid of principal and interest, together with the costs and charges lawfully thereon, and the surplus, if any there be, shall be paid by the part Y of the second part, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 part 1st of the first part has hereunto set their hand and seal on the day and year last above written.

E. F. Engel (SEAL)

Cora E. Engel (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS }

BE IT REMEMBERED, That on this 18th day of June A. D. 1941, before me, a Notary Public in the aforesaid County and State, came E. F. Engel &amp; Cora E. Engel, his wife

(SEAL) to me personally known to be the same person as 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 3 day of Jan, 1945

The Lawrence National Bank  
By R. L. Buchanan  
Executive Vice President

Owner.

This release was written on the original mortgage

entered  
on the day of Jan  
1945

Notary of Deeds

Notary