

## MORTGAGE RECORD 84

Reg. No. 2925  
Fee Paid, \$50.00

Receiving No. 13503

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

February A. D. 1942, at 1:30 o'clock P. M.

*Harold A. Beck*  
Register of Deeds.  
Deputy.

The First National Bank of Lawrence, Lawrence, Kansas By

John L. Kilworth, Laura M. Kilworth, his wife  
TO

THIS INDENTURE, Made this twenty-fifth day of January, in the year of our Lord, one thousand nine hundred and forty-two between

John L. Kilworth and Laura M. Kilworth, his wife,

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The First National Bank of Lawrence part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty thousand and no/100 (\$20,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, to wit: 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 Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 24 in Township 13 Range 18, also  
the South one-half (S $\frac{1}{2}$ ) of the South one-half (S $\frac{1}{2}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) and  
the South fifteen (15) acres of that portion of the Northwest one-quarter (NW $\frac{1}{4}$ ) lying East of the  
North and South Highway through said quarter section, less the ground now occupied as Church property,  
all being in Section 24 Township 13 Range 18, sometimes described as follows: Beginning at the South-  
east corner of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 24 Township 13 Range 18, thence North 620  
feet, thence West 3815 feet, thence South 620 feet, thence East 3815 feet to the point of beginning,  
less 1 acre, 16 rods East and West by 10 rods North and South, in the Southwest corner thereof, con-  
taining in aggregate 213.25 acres, and  
the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section 11, Township 13 Range 19, containing 160 acres, and  
The South one-half (S $\frac{1}{2}$ ) of Lot 53 on Massachusetts Street in the City of Lawrence, and  
Lots Nos. 70 and 72 on Vermont Street, in the City of Lawrence, Douglas County, Kansas.

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

And the said party 1ST 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 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 party 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 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 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 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 Twenty thousand and no/100 (\$20,000.00) DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 25th day of January, 1942, 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 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 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 it 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 1ST.

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 party 1ST of the first part has hereunto set their hand and seal on the day and year last above written.

John L. Kilworth (SEAL)

Laura M. Kilworth (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS

BE IT REMEMBERED, That on this 25th day of January, A. D. 1942, before me, a Notary Public in the aforesaid County and State, came John L. Kilworth and Laura M. Kilworth, 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 16th day of May, 1944.

Kelvin Hoover  
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 15 day of June, 1944.

The First National Bank of Lawrence, Lawrence, Kansas  
Mortgagee.*(Copy del)**Kelvin Hoover*  
Cashier

This mortgage was written in the original mortgage book of the State of Kansas, Volume 13503, Page 13503.

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