

MORTGAGE RECORD 84

Receiving No. 13356

Reg. No. 2933

Fee Paid, \$ 94.25

Receiving

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of March A. D. 1942, at 3:45 o'clock P. M.

Charles L. Shirar and Alice Shirar, his wife
TO
The Lawrence National Bank, Lawrence, Kansas

By Narvel A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 9th day of March, in the year of our Lord, one thousand nine hundred and Forty-Two between Charles L. Shirar and Alice Shirar, 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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seven Hundred Fifty & No/100 -- part y of the second part.
DOLLARS, to them duly paid, the receipt of

which is hereby acknowledged, he, he, 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:
The East Half (E1/2) of the Northeast Quarter (NE 1/4) of Section Seventeen (17) containing eighty (80) acres, more or less; commencing at a point 15-75/100 chains North of Southeast Corner (SE Cor.) of Southeast Quarter (SE 1/4) Section Seventeen (17) Township Thirteen (13), Range Twenty (20), East of the Sixth (6th) Principal Meridian (P.M.); thence North 24-25/100 chains to the Northeast Corner (NE Cor.) of said Quarter (1/4) Section; thence West 17-50/100 chains or Seventy (70) rods; thence South parallel with the East line of said Quarter (1/4) Section to the center of the channel of Wakarusa Creek; thence Easterly down the center of channel of said Creek to a point 15-75/100 chains North of the South line of said Quarter (1/4) Section; thence East six (6) chains more or less to the place of beginning containing thirty-eight (38) acres, more or less. Also a tract beginning at a point in the North line of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Thirteen (13) South, Range Twenty (20) East eleven hundred and fifty-five (1155) feet west of the Northeast Corner of said Quarter Section; thence South parallel to the East line of said Quarter Section one thousand and seventy feet (1070) to the center of Wakarusa River; thence in a southwesterly, westerly, and northwesterly direction, following the center of said river, to intersection with a north and south line parallel with and eight hundred fourteen and three-tenths feet (814.3) West of the line running South from point of beginning; thence North from center of said river seventeen hundred thirty feet (1730) to a point in the North line of said Southeast Quarter (SE 1/4) Section Eight hundred fourteen and three-tenths feet (814.3) to the point of beginning, containing thirty-one (31) acres, more or less, all in 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 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 intend to convey the same to the said parties of the second part, free and clear of all incumbrances, subject to a mortgage of \$3500.00 dated July 15th, 1938 to The Lawrence National Bank, Lawrence, Kansas, 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 y of the first part shall at all times during the life of this indenture, pay all taxes, 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 part y of the second part, the loss, 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 Seven Hundred Fifty & No/100 -- DOLLARS, according to the terms of OSB certain written obligation for the payment of said sum of money, executed on the 9th day of March 1942 and by its 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 covenant 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 covenant 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 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, as demanded, 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 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 parties of the first part have hereunto set their hand and seal on the 9th day and year last above written.

Charles L. Shirar (SEAL)
Alice Shirar (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 9th day of March A. D. 1942, before me, a Notary Public in the fore-said County and State, came Charles L. Shirar and Alice Shirar, his wife

to me personally known to be the same person ss 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.

(SEAL) 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 if record. Dated this 27 day of July, 1943.

Lawrence National Bank, Lawrence, Kansas (Corp. Seal)
Geo W Tikhon Cashin Mortgagee. Owner.

This Release was written on the original Mortgage entered this 27 day of July 1943 at Lawrence, Kansas
Narvel A. Beck
Reg. of Deeds

Harry M.

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of L parties

WITNESS Six which is the follow

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It is or assessed such sum as extent of as herein provided this indenture

THIS according to and by or sums of said part 1st of the first part shall fail to pay the same as provided in this indenture

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, as demanded, to the first parties.

IN W

written.

STATE C County of

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