

MORTGAGE RECORD 84

Reg. No. 2946

Fee Paid, \$ 2.50

Receiving

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 30 day of March A. D. 1942, at 2:00 o'clock P. M.

William Owen Mitchell and Maude Mitchell, his wife
TO
Harold A. Beck
Register of Deeds.
Deputy.

The First National Bank of Lawrence

THIS INDENTURE, Made this thirtieth day of March, in the year of our Lord, one thousand nine hundred and forty-two between William Owen Mitchell and Maude Mitchell, his wife,

of Lawrence in the County of Douglas and State of Kansas
part ies of the first part, and The First National Bank of Lawrence

part Y of the second part.
WITNESSETH, That the said part ies of the first part, in consideration of the sum of One thousand and no/100 (\$1000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, 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 Northwest one-fourth (NW¹/₄) of Section Sixteen (16), Township Twelve (12), Range Nineteen (19), excepting Ten and 79/100 (10.79) acres in the Northeast corner of said quarter section, described as follows: Beginning at the Northeast corner of said quarter section, thence South Nine Hundred Three (903) feet, thence North Fifty-three (53) degrees West Five Hundred Five (505) feet, thence North sixteen (60) degrees West Thirty (30) feet, -----, thence North Thirty-eight (38) degrees West Seven Hundred Eighty (780) feet, thence East along North line of said Quarter section to place of beginning.
Conveying also to said Party of the Second part Fourteen (14) acres, more or less, in the Southwest Quarter (SW¹/₄) of Section Sixteen (16), Township Twelve (12), Range Nineteen (19), described as follows: Beginning at the Northwest corner of said quarter section, thence East One Hundred Twenty-four and 1/5 (124 1/5) rods, thence South Eighteen (18) rods, thence West One Hundred Twenty-four and 1/5 (124 1/5) rods, thence North Eighteen (18) rods to place of beginning.
Conveying in all One Hundred Sixty-three and 33/100 (163.33) acres more or less,

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner(s) 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 part ies 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 billnotes 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 ies 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 One thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th 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 ies 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 if 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 billnotes 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 permitted 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 part Y making such sale, on demand, to the first part ies.

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

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the thirtieth day and year last above written.

William Owen Mitchell (SEAL)

Maude Mitchell (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 30th day of March A. D. 1942, before me, a

Notary Public, in the aforesaid County and State, came

William Owen Mitchell and Maude Mitchell, his wife,

to me personally known to be the same person(s) 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.

(SEAL) My commission expires on the 27th day of January 1943.

F. C. Whipple 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 22nd day of June, 1942.

(Seal)

The First National Bank of Lawrence
Mortgagee. Owner.

This document was written in the original by the undersigned on the day of 1942.

Margaret Proctor,

J.

THIS hundred and

of the first part, and

WITNESSETH, That the said part

which is hereby acknowledged

the following described real estate

Conveying also to said Party of the

described as follows: Beginning at the

Conveying in all One Hundred Sixty-three

with the appurtenances and all the estate,

And the said part of the first part do hereby

and seised of a good and indefeasible estate

and that they will warrant and defend the same

It is agreed between the parties hereto that the

or assessed against said real estate when the same

such sum and by such insurance company as shall

to the extent of its interest. And in the event

as herein provided, then the part of the second

this Indenture, and shall bear interest at the

THIS GRANT is intended as a mortgage to secure

according to the terms of one certain written

and by its terms made payable to the part of

or sums of money advanced by the said part of

said part of the first part shall fail to pay the

And this conveyance shall be void if such pay

not kept up, as provided herein, or if the bill

shall become absolute, and the whole sum rem

shall immediately mature and become due and

to take possession of the said premises and

the rents and benefits accruing therefrom; and

to retain the amount then unpaid of principal

making such sale, on demand, to the first

It is agreed by the parties hereto that the

IN WITNESS WHEREOF, The parties of the

written.

STATE OF KANSAS

County of DOUGLAS

ss.

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