

MORTGAGE RECORD 84

Receiving No. 16832

Reg. No. 3328

Fee Paid, \$8.75

FROM

Ethel P. Harman a widow

TO

The Lawrence National Bank, Lawrence, Kansas

By

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of February A. D. 19 43, at 10:30 o'clock A. M.

Harold D. Beck

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 15th day of February, in the year of our Lord, one thousand nine hundred and forty-three between Ethel P. Harman, a widow

of Lawrence in the County of Douglas and State of Kansas

part Y of the first part, and The Lawrence National Bank, Lawrence, Kansas, part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Thirty-Five Hundred & no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 the North East Corner of the South East Quarter (SE $\frac{1}{4}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township Twelve (12), Range Twenty (20), thence North 89 degrees 20 minutes West 990.3 feet, to center of Drainage ditch, thence South 38 degrees 20 minutes East along centerline of said ditch 413.6 feet, thence South 87 degrees 24 minutes, East along center line of said ditch 731.4 feet to East line of said Section Nineteen (19), thence North along the East line of said Section, 343.5 feet to the point of beginning, containing, 6.515 acres more or less, in Douglas County, Kansas.

Also, Beginning at the South East corner of the North one-half of the South East Quarter (SE $\frac{1}{4}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township Twelve (12) South, Range Twenty (20) East; thence North 89 degrees 20 minutes West 992.11 feet, thence North 662.3 feet, thence South 69 degrees 20 minutes East 2 feet to center line of drainage ditch, thence South 38 degrees 20 minutes East along center line of said ditch 413.6 feet, thence South 87 degrees 24 minutes East along center line of said ditch 731.4 feet to East line of Section Nineteen (19), Township Twelve (12) South, Range Twenty (20) East, thence South on said Section line 318.25 feet to point of beginning, containing, 6.534 acres more or less in Douglas County, Kansas.

Otherwise described as: Beginning at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nineteen (19), Township Twelve (12), South, Range (20) East of the 6th P.M., thence South Forty (40) rods, thence West sixty (60) rods, thence North Forty (40) rods, thence East Sixty (60) rods to the place of beginning, containing 15 acres more or less.

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

And the said part Y of the first part do 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 inalienable 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 thereof.

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 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 Y of the second part, the loan, if any, made payable to the part Y of the second part to the extent of 10% interest. And in the event that said part Y 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 Thirty-five Hundred & no/100 DOLLARS, according to the terms of said certain written obligation for the payment of said sum of money, executed on the 15th day of February 19 43 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 Y 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 provided therein, or interest thereon, or if the same 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 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 Y.

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 part Y of the first part has hereunto set her hand and seal the day and year last above written.

Edith P. Harman (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 15th day of February A. D. 19 43, before me, a Notary Public in the aforesaid County and State, came

Ethel P. Harman, 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 19 43.

(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 of record. Dated this 24th day of January, 1944

The Lawrence National Bank, Lawrence, Kansas
By Geo. D. Walter Vice-President Mortgage Owner.

(Conf. Seal)

This Release was written on the original Mortgage entered this 24th day of January 1944
Harold D. Beck
Reg. of Deeds