

# MORTGAGE RECORD 84

Reg. No. 2582  
Fee Paid, \$ 5.00

365

FROM  
Ethel M. Edie, a widow  
TO  
The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 7 day of  
May A. D. 1942, at 9:00 o'clock A. M.  
By *Norval D. Beck*  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 6th day of May, in the year of our Lord, one thousand nine hundred and Forty-two between  
Ethel M. Edie, 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  
Two Thousand and fifty and no/100 DOLLARS, to her duly paid, the receipt of  
which is hereby acknowledged, has 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 North Sixty-two and one-half (N62½) feet of Lot Nine (9), Block Seven (7)  
Eabcock's Addition to the City of Lawrence, Kansas  
(1621-1623 Kentucky Street)

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 defendable 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 therein.  
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 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 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  
Two Thousand and fifty and no/100 DOLLARS  
according to the terms of certain written obligation for the payment of said sum of money, executed on the 6th day of May 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 Y 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 business 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 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.

Ethel M. Edie (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
County of Douglas

BE IT REMEMBERED, That on this 6th day of May A. D. 1942, before me, a  
Notary Public in the aforesaid County and State, came  
Ethel M. Edie, a widow

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the  
execution of the same.

(SEAL) 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.

Gen. 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 16 day of April, 1947.

*J. J. Seeger* *The Lawrence National Bank* *Es. W. Hubner*  
and Clerk Mortgagee. Owner.  
(copy seal)

This release  
was written  
on the original  
mortgage

entered  
this 16 day  
of April  
1947

*Norval D. Beck*  
Reg. of Deeds

*Alton C. Curry*  
Deputy