

MORTGAGE RECORD 84

Reg. No. 3004

Fee Paid, \$ 7.50

Receiv

FROM

W. M. Bahmaier and Ellen Bahmaier, his wife
TO

The Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of May A. D. 1942, at 2:16 o'clock P. M.
By *Narvel A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 22nd day of May, in the year of our Lord, one thousand nine hundred and forty-two, between W. M. Bahmaier and Ellen Bahmaier, his wife

of Lawrence in the County of Douglas and State of Kansas

The Lawrence National Bank Lawrence, Kansas

part 103 of the first part, and

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, in full for 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:

All that portion of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-four (34), Township Eleven (11), South of Range Eighteen (18), East of the 6th. P.M., lying East of the Center of Coon Creek, except the right of way of the Atchison, Topeka, and Santa Fe Railroad; Also beginning at the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34), Township Eleven (11), South of Range Eighteen (18); East of the 6th. P.M., thence West One Hundred Thirteen (113) rods; thence South Twenty-nine (29) rods; thence East one hundred eleven (111) rods; thence South Twenty-two (22) rods; thence East One (1) rod, thence South Two (2) rods; thence East One (1) rod to the East line of said quarter section; thence North to place of beginning.

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 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 part 103 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 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 103 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 Three 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 22nd 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 103 of the first part shall fail to pay the same as provided in this indenture

And this mortgage 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 kept up as aforesaid or if the insurance is not kept up as provided herein, or if the buildings on said real estate are not kept up as aforesaid or if the taxes on said real estate are not kept up as aforesaid, 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 covenant is immediately made and becomes 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 of the second part to the first part 103.

It is agreed by the parties hereto that the terms and provisions of this indenture and such and every obligation therein contained, and all benefits accruing therefrom shall extend and bind to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 103 of the first part has hereunto set their hand and seal on the day and year last above written.

W. M. Bahmaier (SEAL)

Ellen Bahmaier (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 22nd day of May A. D. 1942, before me, a

Notary Public in the aforesaid County and State, came

W. M. Bahmaier and Ellen Bahmaier, his wife

to me personally known to be the same persons 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 19th day of August 1943.

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 12 day of Apr. 1943

(Corp. Seal)

Lawrence National Bank Lawrence, Kansas
Mortgagee.

Geo. W. Kuhn Cashier
Owner.

This Release was written on the original Mortgage.

Witness my hand and seal this 12 day of Apr. 1943.

Geo. D. Walter
Notary Public.

1, of Deeds