

## MORTGAGE RECORD 84

Reg. No. 3047

Fee Paid, \$ 3.25

Receiving

FROM  
Edwin W. Howe, and Eugenia U. Howe, his wife  
 TO  
The First National Bank, Lawrence, Kansas.  
 By \_\_\_\_\_ Deputy.

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

THIS INDENTURE, Made this seventh day of July, in the year of our Lord, one thousand nine hundred and forty-two between Edwin W. Howe and Eugenia U. Howe, his wife,  
 of Lawrence in the County of Douglas and State of Kansas  
 parties of the first part, and The First National Bank of Lawrence

part Y of the second part.  
 WITNESSETH, That the said part 1st of the first part, in consideration of the sum of One thousand three hundred and no/100 (\$1,300.00) 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:

Lot No. One (1) in Block No. Two (2) of Haskell Place, in the City of Lawrence, also  
 Lot No. Twelve (12) in Block Four (4) Haskell Place, an addition to the City of  
 Lawrence

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.  
 And the said part 1st 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 seized of a good and indefeasible 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 thereon.  
 It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, or all taxes or assessments that may be levied or assessed against said real estate when the same becomes 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 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 three hundred and no/100 DOLLARS, according to the terms of its certain written obligation for the payment of said sum of money, executed on the seventh day of July, 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 1st 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 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 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 up as good and 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 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture ent and every obligation therein contained, and all benefits arising 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 1st of the first part has hereunto set their hand and seal s \_\_\_\_\_ the day and year last above written.

Edwin W. Howe (SEAL)

Eugenia U. Howe (SEAL)

(SEAL)

STATE OF KANSAS

County of DOUGLAS ss.

BE IT REMEMBERED, That on this 7th day of July, A. D. 1942, before me, a  
 the undersigned in the aforesaid County and State, came  
Edwin W. Howe and Eugenia U. Howe, 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.

My commission expires on the 13th day of July, 1944.

(SEAL)

George Docking  
 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 1st day of Sept, 1942.

(Corp. Seal)

The First National Bank of Lawrence, Kansas  
By George Docking Pres Mortgagee. Owner.

This Release  
 was written  
 on the original  
 Mortgage  
 entered  
 this 1st day  
 of Sept, 1942  
Harold A. Beck  
 Reg. of Deeds.

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