

MORTGAGE RECORD 84

Reg. No. 3064
Fee Paid, \$3.00

389

Receiving No. 15259

FROM

Thomas B. Kephart and Cleo K. Kephart, his wife
TO

The Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

July A. D. 1942, at 10:35'clock A. M.

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 24th day of July, in the year of our Lord, one thousand nine hundred and Forty two between Thomas B. Kephart and Cleo K. Kephart, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank Lawrence, Kansas part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred and no/100 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 North half of the Northeast Quarter of Section No. 4 in Twp. No. 13, Range No. 19, also another tract described as follows: Beginning 3 28/100 chains west of the South East corner of the South East Quarter of Sec. No. 33, Twp. No. 12, Range 19, thence North 73° West 9 20/100 chains, thence North 84° West 2 50/100 chains, thence South 59 1/2° West 11 30/100 chains, thence East 28 50/100 chains 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 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 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 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 parties 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 100 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 Twelve Hundred and no/100 DOLLARS

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 24th 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 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 100 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 buildings 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 receive rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and to have a receiver appointed to collect the rents and benefits thereon, and to be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Thomas B. Kephart (SEAL)

Cleo K. Kephart (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 24th day of July A. D. 1942, before me, a

Notary Public in the aforesaid County and State, came

Thomas B. Kephart and Cleo K. Kephart, his wife

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 1943.

(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 8th day of August 1944

(Corp. Seal)

The Lawrence National Bank, Lawrence, Kas.
Mortgagee.
Geo. D. Walter, Vice-President

This release was written on the original mortgage entered this 1st day of August 1944
Harold A. Beck
Reg. of Deeds