

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

E. J. Garich & Hazel E. Garich

TC

January

A. D. 19 43, at 1:10 o'clock P. M.

The First National Bank, Lawrence, Kansas

By

THIS INDENTURE, Made this 21st day of January, in the year of our Lord, one thousand nine hundred and forty-three between E. J. Garich and Hazel E. Garich, 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

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three thousand and no/100 (\$3,000.00) - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 fifty (N50) feet of Lot 8, all of Lot 9; the East twenty-five (E25) feet of Lot 4 and the East twenty-five (E25) feet of the North fifty (N50) feet of Lot 5, all in Block 8, in Babcock's addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 106 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 incumbrance

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 183 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 power of the second part, the how, if any, made payable to the part Y of the second part to the extent of 100 cents. And in the event that said part 183 of the first part shall fail to pay such taxes and assessments due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes, assessments, or either, and the same 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 the same shall be paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three thousand and no/100 ----- DOLLARS.

and by its terms made payable to the party of the second part, with all interest accrued thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party to the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party 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 bullittins on said real estate are not kept in as good repair as they were now, or if waste is committed on said premises, then this conveyance shall be void, and the obligation 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 of said obligation.

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 thereon and to have the same duly 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 overplus if any there be, shall be paid by the said Y. making such sale on demand to the first person who shall apply for the same.

IN WITNESS WHEREOF, The parties of the first part ha^{ve} hereunto set their hand and seal s the day and year last above written.

E. J. Garich (SEAL)

Hazel E. Garich (SEAL)

(5E) (SEAL)

(Seal)

STATE OF KANSAS }
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 21st day of January A. D. 19 43, before me, a

Notary Public _____ in the aforesaid County and State, came

E. J. Garich and Hazel L. Garich 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 _____ day of _____, 19____.

(SEAL) MY COMMISSION EXPIRES Sept. 17, 1945.

E B Martin
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 26th day of March, 1943.

The First National Bank of Lawrence, Lawrence, Kansas

(Corp. Seal)

By George Docking, Pres

Mortgages.	Owner.
1st	
2nd	
3rd	
4th	
5th	
6th	
7th	
8th	
9th	
10th	
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99th	
100th	

This release
was written
on the original
mortgage
entered
this 27 day
of March
1946
Harold A. Beck
Dist. At Records