

# MORTGAGE RECORD 84

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

Hugh W. Lipp and Daisy B. Lipp, his wife  
TO

September A. D. 19 43. at 9:33 o'clock A. M.

The Lawrence National Bank, Lawrence, Kansas

By Harold D. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 17th day of September, 1943, in the year of our Lord, one thousand nine hundred and Forty-three between  
Hugh W. Lipp and Daisy B. Lipp, 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  
Fourteen 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:

Lots Numbered One Hundred Seventy (170) and One Hundred Seventy- Two (172) on Elm Street in  
Block Numbered four (4) in that part of the City of Lawrence formerly known as North Lawrence.  
Also, commencing at the Northeast corner of the West one-half of Block Nine (9) in that part  
of the City of Lawrence formerly known as North Lawrence; thence West along the South side of  
Elm Street, 91 1/3 feet; thence South 200 feet, more or less to land formerly owned by Allen;  
thence East to the center line of said Block running North and South; 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 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, 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 less, if any, made payable to the part Y of the second part to the  
extent of the interest. And in the event that said parties 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  
Fourteen 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 17th day of September 1943.  
and by the 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 parties 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 in as good 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 parties of the first part.

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 parties of the first part have hereunto set their hand and seal on the day and year last above

written.  
Hugh W. Lipp (SEAL)  
Daisy B. Lipp (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 17th day of September A. D. 19 43, before me, a  
Notary Public in the aforesaid County and State, came  
Hugh W. Lipp and Daisy B. Lipp, 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.

My commission expires on the 19th day of August 19 47.

(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 26th day of March 1945.

The Lawrence National Bank, Lawrence, Kansas  
Lee D. Walter Vice-Pres Mortgagee. Owner.

(Cap Seal)

This release  
was written  
on the original  
mortgage  
entered  
this 21 day  
of March  
1945  
Harold D. Beck  
Reg. of Deeds