

Receiving No. 19143 &lt;

## MORTGAGE RECORD 84

Reg. No. 3552

Fee Paid, \$6.50

FROM  
Elmer E. Churchbaugh et al  
TO  
The Lawrence National Bank, Lawrence, Kansas  
By  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 6 day of  
October, A.D. 1943, at 4:45 o'clock P. M.  
Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 6th day of October, in the year of our Lord, one thousand nine hundred and Forty-three, between  
Elmer E. Churchbaugh, a single man and Donald B. Churchbaugh and Freda Churchbaugh, 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 party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Twenty-six Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargain, sell and mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Ten (10), Township Fourteen (14) South, Range Nineteen (19) East, less Six (6) acres in the Northeast corner thereof, described as follows: Beginning at the Northeast corner of said Southwest Quarter (SW  $\frac{1}{4}$ ), thence West 64 rods; thence South 15 rods; thence East 64 rods; thence North 15 rods to place of beginning; Also, the West half (W  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of said Section Ten (10); Also, a tract of land in the East half (E  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of said Section Ten (10) described as follows: Beginning at a point 15 rods and 1 foot North of the Southwest corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Ten (10), thence following a hedge fence as a line in a Southeasterly direction to a point 8 rods and 1 foot East of said Southwest corner of said Northeast Quarter (NE  $\frac{1}{4}$ ) of said Northwest Quarter (NW  $\frac{1}{4}$ ), thence East to a point 9 rods and 10 links East of said Southwest corner of said Northeast Quarter (NE  $\frac{1}{4}$ ) of said Northwest Quarter (NW  $\frac{1}{4}$ ), thence following a stone wall as a line in a Southeasterly direction to a point 26  $\frac{2}{3}$  rods South and 12 rods and 14 links East of said Southwest corner; thence following said stone wall as a line in a Southeasterly direction to a point 40 rods South and 20 rods East of said Southwest corner; thence West 20 rods to the Quarter-Quarter Section line, thence North of said Quarter-Quarter Section line to the point of beginning, in Douglas County, Kansas; Also beginning at the Northwest corner of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) of Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Ten (10), Township Fourteen (14) South, Range Nineteen (19) East, thence East 327.6 feet to a stone wall, thence in a Southwesterly direction following the stone wall as a line to a point 161.4 feet East of the Southwest corner of Southwest Quarter (SW  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) of Northwest Quarter (NW  $\frac{1}{4}$ ) of said Section Ten (10), thence West 161.4 feet to the Southwest corner of said Southwest Quarter (SW  $\frac{1}{4}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ), thence North 663.4 feet to point of beginning. The last described tract is meant to convey and does hereby convey certain lands acquired by William Churchbaugh incorrectly described in deed recorded July 17, 1926 in Book 112, Page 475 in the office of Register of Deeds of Douglas County, Kansas.

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 warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 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 party of the second part, the law, if any, made payable to the party of the second part in the event of fire. Interest. And in the event that said part 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 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  
Twenty-six Hundred and no/100 DOLLARS, according to the terms of the following certain written obligation for the payment of said sum of money, executed on the 6 day of October, 1943, and by the parties of the first part 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 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 party 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 party of the first part, on demand, to the first part of the second part.

It is agreed by the parties hereto that the said parties of the first part 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 herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal on the 6th day and year last above written.

Elmer E. Churchbaugh (SEAL)

Donald B. Churchbaugh (SEAL)

Freda Churchbaugh (SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 6th day of October, A.D. 1943, before me, a Notary Public in the aforesaid County and State, came Elmer E. Churchbaugh, a single man and Donald B. Churchbaugh and Freda Churchbaugh, 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, 1947.

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 16 day of July, 1945.

attest  
The Lawrence National Bank  
Res. W. Kuhne Cashier  
(Corp Seal)  
R. Kelly Buchanan  
Executive Vice President

Mortgagee. Owner.

This returns  
as per original  
mortgage  
filed  
10/15/43  
Harold A. Beck  
Reg. of Deeds

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