

MORTGAGE RECORD 84

Reg. No. 3887

Fee Paid, \$ 4.25

Receiving No. 21566

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

September A. D. 1944, at 2:30 o'clock A. M.

By Harold A. Beck Register of Deeds.
Deputy.

THE LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS

THIS INDENTURE, Made this 18th day of September, in the year of our Lord, one thousand nine hundred and Forty-four between Elmer C. Carlson and Edna Marie Carlson, 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 Seventeen 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 20 rods North of
the Southwest corner of the Northeast $\frac{1}{4}$
of Section 19, Township 12, South of Range 20
East of the sixth principal meridian;
thence running East 80 rods;
thence North 16 rods,
thence West 80 rods;
thence South 16 rods
to the point of beginning,
containing $7\frac{1}{2}$ acres,
in 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 that 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 will warrant and defend the same against all parties making lawful claim thereto.

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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 party 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 Seventeen Hundred and no/100 - - - - - DOLLARS, according to the terms of the certain written obligation of the payment of said sum of money, executed on the 18th day of September 1944, and by the terms of said obligation, the parties of the first 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 party 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 law on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the 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 make such sale, on demand, to the first party of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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.

Elmer C. Carlson (SEAL)

Edna Marie Carlson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 18th day of September A. D. 1944, before me, a

Notary Public in the aforesaid County and State, came

Elmer C. Carlson and Edna Marie Carlson, his wife

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

Harold A. Beck 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 June, 1945.

The Lawrence National Bank, Lawrence, Kansas
Harold A. Beck, Vice-President Mortgagee Owner.

(Corp. Seal)

This release was written on the original mortgage entered this 4 day of June 1945
Harold A. Beck Reg. of Deeds