

## MORTGAGE RECORD 84

Receiving No. 21805

Reg. No. 3946  
Fee Paid, \$ 2.50

FROM  
Anthony J. Fabrick and Reulah I. Fabrick  
 TO  
The Lawrence National Bank, Lawrence, Kansas  
 THIS INDENTURE, Made this 18th day of October, in the year of our Lord, one thousand nine hundred and forty four between  
Anthony J. Fabrick and Reulah I. Fabrick, 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 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
One thousand 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 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 Twenty-five (25) feet of  
 Lot Three (3)  
 and  
 the South Twenty-five (25) feet of  
 Lot Two (2)  
 in Block Eight (8),  
 in Babcock's Addition  
 to the City of Lawrence,  
 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 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 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 part of the second part, the loss, if any, made payable to the part of the second part to the  
 extent of its 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  
One thousand and no/100 DOLLARS,  
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 18th day of October, 1944  
 and by its terms made payable to the part 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 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 part of the second part to  
 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  
 making such sale, on demand, to 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 herein.

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

Anthony J. Fabrick (SEAL)

Reulah I. Fabrick (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
 County of Douglas ss.

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

Geo. W. Kuhns in the aforesaid County and State, came

Anthony J. Fabrick and Reulah I. Fabrick, his wife

(SEAL)

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 25 day of January, 1945.

Geo. W. Kuhns 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 2nd day of March, 1945.

The Lawrence National Bank, Lawrence, Kansas  
 Mortgagee. Owner.

(Corp. Seal)

Geo. D. Walter  
 Vice-Pres.

This release  
 was filed  
 on the 19th day  
 of March  
 1945  
Harold A. Beck  
 Reg. of Deeds