

## MORTGAGE RECORD 91

Reg. No. 3959

Fee Paid, \$ 11.25

Receiving No. 21953

FROM

H. A. Brandt &amp; Mary D. Brandt

TO

The First National Bank Lawrence, Kas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

November A. D. 1944, at 1:20 o'clock P. M.

Harold R. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this first day of October, in the year of our Lord, one thousand nine hundred and forty-four, between H. A. Brandt and Mary D. Brandt, his wife, of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of the first part, and The First National Bank of Lawrence \_\_\_\_\_ part \_\_\_\_\_ of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand five hundred and no/100 (\$4,500.00) 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 South one-half (S $\frac{1}{2}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of

Section One (1), less the following:

Beginning at the Southeast corner of Northwest one-quarter (NW $\frac{1}{4}$ ) of Section One (1); thence North on East line of Quarter section, Nine hundred forty (940) feet to center of road; thence in center of road Eighty-three and one-half (83 $\frac{1}{2}$ ) degrees West Forty-one (41) feet; thence South Fifty-seven and one-third (57  $\frac{1}{3}$ ) degrees West One hundred forty (140) feet; thence South Forty-six and two thirds (46  $\frac{2}{3}$ ) degrees West One thousand two hundred eighteen (1218) feet to a stone in the South boundary of the Quarter section; thence East on South boundary of said quarter section, One thousand fifty (1050) feet to place of beginning, containing Twelve and twenty-nine hundredths (12.29) acres (as surveyed by Holland Wheeler, August 21, 1916,

also

Commencing at the Northwest corner of Southwest one-quarter (SW $\frac{1}{4}$ ) of Section One (1); thence South seventy-four (74) rods; thence Northeasterly to a point on the North line of said quarter section Ninety-six (96) rods East of the Northwest corner of said Quarter Section; thence West ninety-six (96) rods to beginning, containing twenty-two and one-fifth (22  $\frac{1}{5}$ ) acres more or less, all in Township fourteen (14) Range eighteen (18), also the West one-half (W $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ),

Section thirteen (13) Township thirteen (13) South of Range Nineteen (19) east of the 6th P.M.

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 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 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 becomes 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its 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 parties 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 Four thousand five hundred and no/100 (\$4,500.00) DOLLARS, according to the terms of \_\_\_\_\_ certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 1st day of October 1944, and by \_\_\_\_\_ terms made payable to the parties 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 parties of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by 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 parties 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 parties making such sale, on demand, to the first parties.

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 \_\_\_\_\_ the day and year last above written.

H. A. Brandt (SEAL)

Mary D. Brandt (SEAL)

(SEAL)

(SEAL)

STATE OF Illinois } ss.  
County of Kane }

BE IT REMEMBERED, That on this 1st day of October A.D. 1944, before me, a Notary Public in the aforesaid County and State, came

H. A. Brandt and Mary D. Brandt, his wife

(SEAL)

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 25th day of May, 1947.

Fred C. Mayers  
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 16th day of July, 1946.

The First National Bank of Lawrence, Kansas  
By F. C. Whipple, Vice Pres. Mortgagee, Owner.

(Corp. Seal)

This release was written on the original mortgage.

entered this 16th day of July, 1946.

Harold R. Beck  
Reg. of Deeds