

MORTGAGE RECORD 91

Reg. No. 4032

Fee Paid, \$ 4.50

Receiving No. 22412

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of

Richard L. Bradley & Elizabeth Bradley

January A. D. 1945, at 4:25 o'clock P. M.

TO

Harold A. Beck
Register of Deeds.

The First National Bank Lawrence Ks.

By Deputy.

THIS INDENTURE, Made this fourth day of January, in the year of our Lord, one thousand nine hundred and forty-five between
Richard L. Bradley and Elizabeth Bradley, husband and wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
One thousand eight hundred and no/100 (\$1,800.00) - \$ - - - 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 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 Northwest one-quarter (NW $\frac{1}{4}$) of Section four (4),

Township fourteen (14), Range eighteen (18).

Also

a part of the Northeast one-quarter (NE $\frac{1}{4}$) of Section five (5),

Township fourteen (14), Range eighteen (18),

as follows:

Commencing at the Southeast corner of said Northeast one-quarter (NE $\frac{1}{4}$) Section of said Section five (5),
thence North on the East line Ninety-six (96) rods,
thence West eight and one-third rods (8 $\frac{1}{3}$),
thence South to the center of Rock Creek,
thence along the bed of said creek about Twenty-five rods (25) to the East line of J. L. Moss land, the same being thirty-three and one third (33 $\frac{1}{3}$) rods, due West from the East line of said Section five (5),
thence due South along the East line of said land owned by said J. L. Moss, to the South line of said Northeast quarter section, thence East thirty-three and one-third (33 $\frac{1}{3}$) rods, to the place of beginning and containing sixteen and one-quarter acres, more or less.

All the above described land being located East of the 5th P. M.
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 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 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 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 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

One thousand eight 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 4th day of January, 1945, and by its terms made payable to the party 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 party 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 party of the second part to take possession of the said premises and all the improvements thereon 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 making 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 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 hands and seals the day and year last above written.

Richard L. Bradley (SEAL)

Elizabeth Bradley (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of DOUGLAS

ss.

BE IT REMEMBERED, That on this 4th day of January A.D. 1945, before me, a

Notary Public in the aforesaid County and State, came

Richard L. Bradley and Elizabeth Bradley, husband and 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 13th day of July, 1946.

George Docking

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 25th day of March, 1946.

The First National Bank of Lawrence

Mortgage. Owner.

(corp. seal)

By George Docking, Pres.

This release was written on the original mortgage entered this 25th day of March, 1946.

Harold A. Beck
Reg. of Deeds

Tapate Blum
Deputy