

Receiving No. 23736

MORTGAGE RECORD 91

Reg. No. 4219

Fee Paid, \$2.25

FROM

Boyd Eugene Pond and Marie L. Pond, his wife
TO

THE LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

June A. D. 1945, at 10:45 o'clock A. M.

By Harold A. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this Sixth day of June, in the year of our Lord, one thousand nine hundred and Forty-Five between Boyd Eugene Pond and Marie L. Pond, husband and wifeof Lawrence in the County of Douglas and State of Kansas
part V of the first part, and THE LAWRENCE NATIONAL BANK of Lawrence, Kansas
part V of the second part.WITNESSETH, That the said part ies of the first part, in consideration of the sum of Nine Hundred Fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have to sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part V of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of the North One (1) Acre of
the East Two (2) Acres of the North Four (4) acres of the
South Ten (10) Acres of the North Fifteen (15) Acres of the
West Nineteen (19) Acres of the Northwest Quarter (NW $\frac{1}{4}$) of
the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6) Township
Thirteen (13) South, Range Twenty (20) East.
Also a strip Thirty-Five (35) feet North and South, by
One Hundred Eighteen (118) feet East and West in the
Southeast corner of Tract No. Two (2), Spalding Addition,
an Addition adjacent 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 part ies of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except that this mortgage is a second mortgage subject to a first mortgage to the Lawrence National Bank, Lawrence, Kansas, dated June 6th, 1945, in the amount of \$3400.00 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 part ies 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 part V of the second part, the loss, if any, made payable to the part V of the second part to the extent of its interest. And in the event that said part ies 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 V 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 Nine Hundred Fifty and no/100 DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 6th day of June, 1945, and by its terms made payable to the part V 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 V 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 part ies 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 V 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 overplus, if any there be, shall be paid by the part ies making such sale, on demand, to the first part ies.

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 part ies of the first part have hereunto set their hands and seal s the day and year last above written.

Boyd Eugene Pond (SEAL)

Marie L. Pond (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
County of DouglasBE IT REMEMBERED, That on this 6th day of June, A.D. 1945, before me, a Notary Public in the aforesaid County and State, came Boyd Eugene Pond and Marie L. Pond, his wife(SEAL) to me personally known to be the same person s 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.

Geor. 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 2nd day of September, 1945.

Attest:
Howard W. Newman
Asst. Cashier

(Clerk)

The Lawrence National Bank, Lawrence, Kansas
Mortgagee.

Riley Burcham
Owner.

Harold A. Beck
Reg. of Deeds.

This release
was written
on the original
mortgage
entered
this 17 day
of September
1945.

Harold A. Beck
Reg. of Deeds.