

MORTGAGE RECORD 91

Receiving No. 24580 <

Reg. No. 4342

Fee Paid. \$ 3.75 ✓

FROM

M. L. Borden and Norma K. Borden, his wife

TO

The Lawrence National Bank Lawrence, Kansas

THIS INDENTURE, Made this 27th day of August
hundred and Forty-five between M. I.

of Lawrence in the County of Leawards and State of Kansas
parties of the first part, and The Lawrence National Park Lawrence, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred Fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have YE 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:

Lot Nine (9), Block Twelve (12), Lane's Second

Addition, City of Lawrence, Douglas County.

State of Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 365 of the first part do hereby covenant and agree that at the delivery hereof, 6629, 870 the lawful owner, 6 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 thereto.

It is agreed between the parties hereto that the part 1.00 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 the part 1.00 shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified in C directed by the part 1.00 of the second part, the loss, if any, made payable to the part 1.00 of the second part to the extent of 1.00 interest. And in the event that said part 1.00 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured

THIS GRANT is intended as a mortgage to secure the payment of the sum of—

Fifteen Hundred Fifty and no/100 DOLLARS.

according to the terms of ONE certain written obligation _____ for the payment of said sum of money, executed on the 27th day of August 1915 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 of money advanced by the said part of the second part to pay for any insurance, or ~~for the interest on any loan made by the said part of the second part to the said part of the first part~~ and all other expenses of the said part of the second part in connection with 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 be null and void, and the property shall revert to the grantor, and the principal sum of the purchase money shall become due and payable, and the interest thereon shall immediately mature and become due and payable at the option of the holder thereof, without notice, and it shall be lawful for the said party of the second part to sell the same.

_____ 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 party making such sale, on demand, to the first party.

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 ha ye hereunto set their hand and seal s the day and year last above written.

M. L. Borden

Norma K. Jordan

100

...the fact that the *Journal of Management Studies* is a leading journal in the field of management studies, and that the *Journal of Management Studies* is a leading journal in the field of management studies.

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 27th day of August A.D. 1915, before me, a Notary Public in the aforesaid County and State, came M. L. Borden and Norma K. Borden, 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, 19 47

Geo. L. 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 18 day of Feb, 1946.

artist.

W. A. Schaaf
asst. cashier

(corr. seal)

By Riley Burham
Vice President

[illegible]

This release
was written
on the original
mortgage
dated
this 25th day
of Feb
1956

Harold A. Ash
Reg. of Deeds
Nancy L. Brown
Deputy