

## MORTGAGE RECORD 91

Reg. No. 4376

Fee Paid, \$ 3.50

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY. 88

This instrument was filed for record on the 3 day of

October 14, A. D. 1945 at 1:35 o'clock P. M.

135

Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 25th day of September, in the year of our Lord, one thousand nine hundred and Forty-Five between Helen M. Blanton, a widow

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

WITNESSETH, That the said part 7 of the first part, in consideration of the sum of Fourteen hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. 159 and North 34 feet of Lot No. 161 on New York

Street, in the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part \_\_\_\_ of the first part therein.

And the said part 27 of the first part do as hereby covenant and agree that at the delivery hereof she is the lawful owner 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            of the first part shall at all times during the life of this indenture, pay all taxes, assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that            keep the buildings upon said real estate insured against fire and tornado in the sum of            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            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 comprise 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 Fourteen Hundred and no/100 DOLLARS.

according to the terms of one certain written obligation, for the payment of said sum of money, executed on the 28th day of September 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

and, by the 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 ~~other~~ and the amount of said sum or sums shall be a part of the indebtedness secured by said part of the first part shall fall to pay the same as provided in this indenture.

And this conveyance shall be void if any 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 be 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 premises hereunto conveyed 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 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 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 part Y of the first part haz hereunto set her hand and seal        the day and year last above written.

Helen M. Elston (SEAL)

(SEAL)

\_\_\_\_\_(SEAL)

(SEAL)

STATE OF Kansas  
County of Douglas } ss.

BE IT REMEMBERED, That on this 28th day of September A.D. 1945, before me, a

ry Public in the aforesaid County and State, came Helen M. Elazar

(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 9th day of Aug., 1949

Leor G. Abela

**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 26<sup>th</sup> day of May, 1954.

*Thompson National Bank* Mortgagee. Owner.

Lawrence, Kans.  
Geo. H. Kuhnke Cashier

This release  
was written  
on the original  
mortgage  
entered  
this 2nd day  
of May  
1950  
Reg. of Deeds  
Deputy