

MORTGAGE RECORD 91

Ref. No. 4449

Fee Paid. \$1.50

FROM

Alma E. Newhouse, a widow

TO

The First National Bank of Lawrence, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

Oct. _____ A. D. 1945 at 2:40 o'clock P. M.

5/10/60

Deed
Register of Deeds.

Deputy.

THIS INDENTURE, Made this Twenty-ninth day of October, in the year of our Lord, one thousand nine hundred and forty-five between Alma E. Newhouse, a widow

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

part of the second part

WITNESSETH, That the said party _____ of the first part, in consideration of the sum of _____ part _____ of the second part, \$17 hundred and no/100 (\$100.00) DOLLARS, to her _____ duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold, and by this indenture do _____ ES. 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 eighty-eight (88) on Vermont Street in the City of Lawrence

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

And the said party of the first part do 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 the part 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 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 the part 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, 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 Six hundred and 00/100 DOLLARS, according to the terms of one certain written obligation, for the payment of said sum of money, executed on the 28th day of October 1955.

according to the terms of certain written obligation for the payment of said sum of money, executed on the _____ day of _____, 19____, and by _____ 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, said sum of money shall be deemed to have been advanced by the said _____ to the said _____.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained herein fully discharged. If default be made in such payments or any part thereof, then this obligation shall become 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 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 thereon used for principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said _____ to the said party of the first part, _____, on demand, on the first day of _____, 19____.

IN WITNESS WHEREOF, The part y of the first part has hereunto set her her hand and seal the day and year last above written.

Alma E. Newhouse (SEAL)

(SEAL)

-(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this -- day of October A.D. 1945, before me, a Notary Public in the aforesaid County and State, came

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 13th day of October, 1945

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 31st day of May, 1946

The First National Bank of Lawrence
 By George Docking President Mortgagee.

(Corp. Seal)

By George Docking President

Mortgagee. Owner

This release
was written
on the original
mortgage
entered
this 1st day
of June
1946
W. A. B.
Reg. of Deeds