

## MORTGAGE RECORD 91

Reg. No. 4675

Fee Paid, \$ 18.75

FROM

Will H. Hayden and Mary R. Hayden, his wife and  
Eugene W. Nunemaker and Pauline M. Nunemaker, his wife

TO

The First National Bank of Lawrence

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

March A. D. 19 46, at 10:10 o'clock A. M.

*Harold A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this eight day of March, in the year of our Lord, one thousand nine hundred and forty-six between Will H. Hayden and Mary R. Hayden, his wife, and Eugene W. Nunemaker and Pauline M. Nunemaker, his wife.

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and

The First National Bank of Lawrence

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven thousand five hundred and no/100 (\$7,500.00) 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

All that part of the Northeast Quarter of Section Twenty-nine (29), Township Twelve (12), South Range Twenty (20), lying North of a point 50 feet distant from the center line of the Union Pacific Railway Right of Way, less public highway, containing an area of 77.24 acres more or less, and the Southwest Quarter of the Southeast Quarter of Section Twenty (20), Township Twelve (12), Range Twenty (20), less the following described tract: Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section Twenty (20) Township Twelve (12) Range Twenty (20); thence South 10.75 chains (709.5 feet); thence East 13.59 chains (896.94 feet); thence North on a line parallel to the half section line 10.75 chains (709.5 feet) thence West 13.59 chains (896.94 feet) to the point of beginning said excepted tract containing 14.61 acres more or less.

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 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 Y of the second part, the less, if any, made payable to the part Y 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 part Y 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

Seven thousand five hundred and no/100

DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the eight day of March 19 46, and by the parties of the first part, the part Y 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 Y 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 Y 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 Y 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 surplus, if any there be, shall be paid by the part Y of the second part, on demand, to 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 hand and seal the day and year last above written.

Will H. Hayden (SEAL)

Mary R. Hayden (SEAL)

Eugene W. Nunemaker (SEAL)

Pauline M. Nunemaker (SEAL)

STATE OF KANSAS

County of DOUGLAS

BE IT REMEMBERED, That on this 8th day of March A.D. 19 46 before me, a Notary Public in the aforesaid County and State, came Will H. Hayden and Mary R. Hayden his wife, and Eugene W. Nunemaker and Pauline M. Nunemaker, His wife

(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 16 day of May 19 48.

Kelvin Hoover

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 19 day of March 19 47.

Corp Seal

The First National Bank of Lawrence  
Mortgagee. Owner.

*Kelvin Hoover*  
Casher

This release was written on the original mortgage entered this 20 day of March 1947.

*Harold A. Beck*  
Reg. of Deeds  
*Kelvin Hoover*  
Deputy

T was on 10th day of March 1947