

MORTGAGE RECORD 91

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Robert Peterson & Helen Peterson

This instrument was filed for record on the 17th day of

April A. D. 1946, at 2:20 o'clock A. M.

TO

Harold A. Beck
Register of Deeds.
Deputy.

The First National Bank, Lawrence, Ks.

By _____ Deputy.

THIS INDENTURE, Made this Fourteenth day of March, in the year of our Lord, one thousand nine hundred and forty six between Robert Peterson and Helen Peterson

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three thousand & no/100 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 _____ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West one-half (1/2) of the Northeast one-quarter (NE 1/4) of Section 11, Township 13, Range 18, and commencing at the Northwest corner of the Southeast one-quarter (SE 1/4) of Section 11, Township 13, Range 18, thence South on the West line of said quarter section to a point where said West line first intersects the middle of the channel of Wakarusa Creek, thence Northeasterly down the middle of the channel of said Creek to the point on said creek known as "Kinsey Ford", thence southeasterly down the middle of the channel of said Creek to a point 17 chains South of the North line of said Quarter section; thence East to a point 18.75 chains East of the West line of said quarter section, thence North to the North line of said quarter section, thence West on said North line 18.75 chains to the place of beginning, containing 30 acres, more or less, reserving the right of way across said ford; thence Southeasterly along the North bank of said Creek to the South line of the land last herein described.

Also, the East eighty-five (85) acres of the Southeast one-quarter (SE 1/4) of Section eleven (11) Township thirteen (13), Range Eighteen (18).

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

And the said part _____ 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 therein.

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 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 _____ 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 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 Three thousand and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on Fourteenth day of March 1946 and by _____ terms made payable to the part _____ of the second part, with all interest accruing thereon to discharge the term of said obligation and interest thereon as of sum of money advanced by the said part _____ of the second part to pay for any insurance, or fire, or tornado, or other damage to the buildings on said real estate.

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 _____ 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 _____ of the second part 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 part _____ of the first part have hereunto set their hand and seal _____ the day and year last above written.

Robert Peterson (SEAL)

Helen Peterson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 14th day of March A.D. 1946, before me, a Notary Public in the aforesaid County and State, came Robert Peterson and Helen Peterson

to me personally known to be the same persons 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.

(SEAL) My commission expires on the 27 day of January, 1947.

F. C. Whipple
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 14th day of February, 1947.

(Corporate Seal)

The First National Bank of Lawrence, Kansas
By F. C. Whipple Vice President Mortgagee. Owner.

This release was written on the original mortgage entered this 6 day of March 1947.

Harold A. Beck
Reg. of Deeds
Deputy