

MORTGAGE RECORD 91

FROM
Loring O. Hanson & Lois L. Hanson, his wife
TO
The First National Bank Lawrence Ks.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 13 day of
May A. D. 1946, at 2:25 o'clock A. M.
By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this eleventh of April, in the year of our Lord, one thousand nine hundred and forty-six between
Loring O. Hanson and Lois L. Hanson, his wife
of Lawrence in the County of Douglas and State of Kansas
part 125 of the first part, and The First National Bank of Lawrence part V of the second part.

WITNESSETH, That the said part 125 of the first part, in consideration of the sum of Five thousand and no/100 (\$5000.00) - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. YB sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part V 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 half (W $\frac{1}{2}$) of the North west quarter (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 4, Township 13, Range 21, and the fractional West half (W $\frac{1}{2}$) of the fractional Southwest quarter (SW $\frac{1}{4}$) of the fraction North-west quarter (NW $\frac{1}{4}$) South of the Kansas River of Section 4, less one (1) acre more or less, off the South end of said tract, the same being South of the main Public Road and heretofore deeded to Fred Moll. Also less that tract of land laying North of the Santa Fe Railway and heretofore deeded to John Schopper, containing five (5) acres, more or less all in Township 13 South Range East of the 6th P.M., in Kansas, containing in the aggregate 22 and 2/10th acres more or less.

STATE OF NEBRASKA
PHELPS COUNTY

BE IT REMEMBERED, That on this day of April A. D. 1946 before me the undersigned a Notary Public in and for said County and State came Lois L. Hanson wife of Loring O. Hanson to me personally known to be the same person who executed the foregoing instrument of writing 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 March 6, 1950 A. S. Rauch
Notary Public

with the appurtenances and all the estate, title and interest of the said part 125 of the first part therein.
And the said part 125 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 secured 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 125 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 V of the second part, the loss, if any, made payable to the part V of the second part to the extent of its interest. And in the event that said part 125 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 V 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 Five thousand and no/100 (\$5000.00) - DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the eleventh of April 1946, and by the part V of the second part, with all interest secured by said obligation, to the party of the first part, and the part V of the second part shall fail to pay for 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 date, and it shall be lawful for the said part V 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 here, 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 V of the second part to the party of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 125 of the first part ha. YB hereunto set their hand and seal s. the day and year last above written.
Loring O. Hanson (SEAL)
Lois L. Hanson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 11th day of April A.D. 1946, before me, a Notary Public in the aforesaid County and State, came
Loring O. Hanson
(S:AL) 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 17 day of Sept 1949
E. B. Martin
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 23rd day of September 1949
(Original) The First National Bank Lawrence, Kansas
Mortgagee. E. B. Martin Cashier
Owner.

This release was written on the original mortgage. I entered the discharge of this mortgage on the 23rd day of September 1949.
Harold A. Beck
Reg. of Deeds
1949
Deputy