

MORTGAGE RECORD 91

375

FROM
John W. Hess & Effie L. Hess, his wife
TO
The First National Bank, Lawrence, Mo.
This instrument was filed for record on the 25 day of July A. D. 1946, at 9:10 o'clock A. M.
By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 24 day of July, in the year of our Lord, one thousand nine hundred and Forty-six between John W. Hess and Effie L. Hess, his wife of in the County of Douglas and State of Kansas part 123 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 Two thousand and no/100 (\$2000.00) 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:

Beginning on the Quarter Section line at a point 822 feet North of the Southeast corner of the Northwest Fractional Quarter of section nineteen (19), Township twelve (12), Range twenty (20) thence North 498 feet, thence West 557 feet to the Railroad Right of Way, thence 100 feet across railroad Right of Way, thence West to the Kansas River, thence in a southerly direction along the river bank to a place due West of the place of beginning, thence East 225 feet to Railroad Right of Way, thence 100 feet across Railroad Right of Way, thence East 589 feet to place of beginning, containing in all 9.57 acres, more or less, less the 34/100 acre railroad right of way shown in Book 71, page 571.

with the appurtenances and all the estate, title and interest of the said part 123 of the first part therein. And the said part 123 of the first part do hereby covenant and agree that at the delivery hereof they are 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 thereon. It is agreed between the parties hereto that the part 123 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 may be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 123 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 Two thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 24th day of July 1946 and by the terms made payable to 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 otherwise, that the mortgagee may pay in or on account of this indebtedness.

And the said part 123 of the first part shall fail to pay the same as provided in the foregoing paragraph, 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 making such sale, on demand, to the first part 123.

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 123 of the first part have hereunto set their hand and seals the day and year last above written.
John W. Hess (SEAL)
Effie L. Hess (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas } ss.
County of Douglas }
BE IT REMEMBERED, That on this 24th day of July A.D. 1946, before me, a Notary Public in the aforesaid County and State, came John W. Hess and Effie L. Hess, his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.
(SEAL)
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 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 28th day of April 1947.
(Copy Seal)
The First National Bank of Lawrence, Kansas
Mortgagee
By F. C. Whipple, Vice Pres.
Owner
This release was written on the original mortgage entered this 28th day of April 1947.
Harold A. Beck
Reg. of Deeds
Deputy