

FROM

Kenneth Burk &amp; Wife

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of

October A. D. 1946, at 9:04 o'clock A. M.

Harold A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 25th day of September, in the year of our Lord, one thousand nine hundred and forty six between  
Kenneth E. Burk and A. Evelyn Burk, his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight thousand and 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South one-half (S $\frac{1}{2}$ ) of Lot No. 24 on Massachusetts Street, Lawrence Kansas, also easement in favor of said property covering a part (The South  $\frac{1}{2}$  feet) of the North one-half of of said lot no. 24 as granted in a certain contract dated October 12, 1863 and recorded in the office of the Register of Deeds of Douglas County, Kansas Oct. 13, 1863, in book H, Page 180.

The South one-half (S $\frac{1}{2}$ ) of Lot Eighteen (18) and the South one-half (S $\frac{1}{2}$ ) of Lot twenty (20) on Pinckney Street, (Now sixth street) in the City of Lawrence, Douglas County, Kansas.

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 owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

no exceptions

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 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 parties of the second part, the loss, if any, made payable to the party 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 party 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 Eight thousand and no/100 \$ : : : : : DOLLARS.

according to the terms of a certain written obligation of the first part made payable to the party 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 party Y of the second part to pay for any insurance, or to discharge any taxes with interest thereon as said parties of the first part have agreed to provide 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 party Y of the second part its successors

OR ASSIGNS 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 party Y making such sale on demand, to the first parties.

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 hands and seal on the day and year last above written.

Kenneth E. Burk (SEAL)

A. Evelyn Burk (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas ss.

BE IT REMEMBERED, That on this 25th day of September A.D. 1946, before me, a

Notary Public in the aforesaid County and State, came

Kenneth E. Burk &amp; A. Evelyn Burk, 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 July 17, 1950.

T. J. Glasgow  
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 January, 1970.  
Formerly: The Lawrence National Bank Now: Lawrence National Bank and Trust Co.  
Attest: George H. Ryan - Senior Vice President Mortgagees. Owner.  
William A. Lebert - Assistant Vice President (Corp. Seal)

This release  
is written  
on the original  
mortgage  
the 14th day  
of January  
1970

Harold A. Beck  
Register of Deeds  
Deputy