

MORTGAGE RECORD 91

Reg. No. 5271

Fee Paid, \$11.75

FROM

Ted Cox and Grace E. Cox

TO

The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22nd day of

October, A.D. 1946, at 10:30 o'clock A.M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 18th day of October, in the year of our Lord, one thousand nine hundred and Forty-six between Ted J. Cox and Grace E. Cox, Husband & Wife

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

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

Beginning at a point 8 rods West of the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 1, Township 13, Range 19, Douglas County, Kansas; thence West 12 rods; thence South 40 rods; thence East 12 rods; thence North 40 rods to the place of beginning.

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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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 party of the second part, the loss, if any, made payable to the party 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 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 Forty seven hundred and no/100 DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the 18th day of October, 1946,

and by the terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum

said parties of the first part shall fail to pay the same as provided in this indenture, or to discharge by deed with interest thereon, as

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 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 party of the second part, making such sale, 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 hands and seal the day and year last above written.

Ted Cox (SEAL)

Grace E. Cox (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
County of Douglas } ss.

BE IT REMEMBERED, That on this 18th day of October, A.D. 1946, before me, a

Notary Public in the aforesaid County and State, came

Ted Cox and Grace E. Cox, 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 day of 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 8 day of Dec, 1947.

attest: Howard Wiseman

G. Cash.

(Corp Seal)

The Lawrence National Bank

Mortgagee.

Owner.

By Riley Burckham Vice Pres.

This release was written on this original mortgage entered this 8 day of Dec 1947
Harold A. Beck
Reg. of Deeds