

## MORTGAGE RECORD 91

FROM  
Norman S. Edmonds & Wanda B. Edmonds, husband and wife

TO  
The First National Bank of Lawrence, Lawrence, Kansas

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 22nd day of November, in the year of our Lord, one thousand nine hundred and forty-six between Norman S. Edmonds and Wanda B. Edmonds, husband and wife, of Lawrence in the County of Douglas and State of Kansas part 105 of the first part, and The First National Bank of Lawrence part Y of the second part.

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of Twelve thousand and no/100 (\$12,000.00) - - - 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:

The South 18.81 feet of Lot No. 15, and the North 2.84 feet of Lot No. 14 in Block 2 in South Lawrence, also

The North 56.35 feet of Lot No. 15 in Block No. 2 in South Lawrence, an addition to the city of Lawrence, also a strip of ground lying east and west off the south side of Lot 16, Block 2, South Lawrence, commencing on the Southeast corner of Lot line 16, Block 2, South Lawrence; thence west on lot line 16, 125 feet; thence North on lot line 16.4 feet and 1/100 inch; thence East 125 feet parallel to Bank Street, now 19th Street; thence South on lot line 16, 2 feet and 33/100 of one inch to place of beginning.

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner, s 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 105 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 Y of the second part, the law, 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 105 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 Twelve thousand and no/100 DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the ninth day of November, 1946, and by the terms made payable to the part Y of the second part, with all interest accruing thereon, 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 repayment 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 overplus, if any there be, shall be paid by the part Y of the second part to the first part 105.

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 105 of the first part have hereunto set their hand and seal, s the day and year last above written.

Norman S. Edmonds (SEAL)  
Wanda B. Edmonds (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 22nd day of November, A.D. 1946, before me, a Notary Public in the aforesaid County and State, came Norman S. Edmonds and Wanda B. Edmonds, husband and wife,

(SEAL)

to me personally known to be the same person s 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 Jan. 27, 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 20th day of June, 1949.

(Cap. Seal)

The First National Bank of Lawrence  
By C. B. Martin Mortgagee. Owner.  
Vice President

This release was written on the original mortgage entered into this day of June, 1949.

Harold O. Beck  
Reg. of Deeds  
By \_\_\_\_\_ Deputy