

34532. BOOK 93

MORTGAGE (No. 32 K) F. J. Boyles, Publisher of Legal Blanks, Champaign, Kansas.

This Indenture, Made this 11th day of February in the year of our Lord one thousand nine hundred and 19 between J. W. Withers and Louise Withers, husband and wife,

of Kansas in the County of Douglas and State of Kansas part 1st of the first part, and The First National Bank of Lawrence part 2d of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Three hundred and no/100 (300.00) 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 2d 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 (S1/2) of Lot No. 128, and the North twenty-six (26) feet of Lot 164 in Indiana street in the city of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st 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 encumbrances, except of \$100.00 to The First National Bank of Lawrence, Lawrence, Kansas.

and that they will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part 1st 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 become due and payable, and that they keep the buildings upon and real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2d of the second part, the loss, if any, made payable to the part 2d of the second part to the extent of the interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 2d 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 Three hundred and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of February 1919 and its terms made payable to the part 2d 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 2d of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments 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 part 2d of the second part to take possession of the premises and to sell the same, 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 2d of the second part, making such sale, on demand, to the first part 1st. 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 1st of the first part has hereunto set their hand, and seal, 5th day and year last above written.

J. W. Withers (SEAL)
Louise Withers (SEAL)

STATE OF KANSAS } ss.
COUNTY OF DOUGLAS

Be It Remembered, That on this 9th day of February A.D. 19 19, before me, a Notary Public in the aforesaid County and State, came J. W. Withers and Louise Withers, husband and wife,

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.

George Docking Notary Public

My Commission Expires July 12 1920

This paper
not written
on the
original
this
of
1919

RELEASE
Mar 12 1920
I, Harold A. Beck, do hereby certify, under oath, that the foregoing mortgage, as recited herein, is a true and correct copy of the original as the same appears in the records of the County of Douglas, State of Kansas, and that the same was duly acknowledged and recorded on the 11th day of February 1919. The First National Bank of Lawrence, Kansas, is the holder of this mortgage. Witness my hand and seal this 11th day of February 1919.