

Handwritten notes:
Mortgage
34671
BOOK 93
FEBRUARY 1928
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Handwritten notes:
The undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and the same is hereby released and discharged, and the mortgage is hereby cancelled and the same is hereby recorded. Dated this 13th day of February, 1928.
Notary Public for Kansas
Douglas County, Kansas
(Notary Seal)

MORTGAGE 34671 BOOK 93
(No. 528) F. J. Dooling, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this twenty-fifth day of February in the year of our Lord one thousand nine hundred and forty-eight between Albert C. Hayden and Lula S. Hayden, husband and wife, of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The First National Bank of Lawrence of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Six thousand and no/100 (36000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he ve 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:
Lots Nos. 140 and 141, and the West sixty-two (62) feet of Lot 142 in Addition No. 2, in that part of the city of Lawrence, formerly known as North 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 owner 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 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 if they shall fail to pay the same when the same become due and payable, then the part y of the second part, the lessor, if any, made payable to the part y of the second part to the extent of 10% 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 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 Six 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 25th day of February, 1928, and by its 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 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 same on said real estate are not kept in as good repair as they are now, or if same 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 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 issue to, and be obligatorily 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 ha ve hereunto set their hands and seals, the day and year last above written.

Albert C. Hayden (SEAL)
Lula S. Hayden (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.



Be It Remembered, That on this 25th day of February A. D. 1928, before me, a Notary Public in the aforesaid County and State, came Albert C. Hayden and Lula S. Hayden, husband and wife,

to me personally known to be the same persons, 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.

Eugene Dooling Notary Public

My Commission Expires July 13 1928

Handwritten signature: Eugene Dooling