

Reg. No. 6532
Fee Paid \$5.00

146-38
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MORTGAGE

36547 BOOK 94
(7th, 32 K)

P. L. Spring, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 4th day of October, in the year of our Lord one thousand nine hundred and Forty-eight, Richard L. Bradley and Elizabeth Bradley, his wife,

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

Witnesseth, that the said part 1st of the first part, in consideration of the sum of TWENTY TWO HUNDRED FIFTY & 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Four (4), Township Fourteen (14), Range Eighteen (18). Also a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Township Fourteen (14), Range Eighteen (18), as follows: Commencing at the Southeast corner of said Northeast Quarter Section of said Section Five (5), thence North on the East line Ninety-six rods (96), thence West Eight and one-third rods (8 $\frac{1}{3}$), thence South to the center of Rock Creek; thence along the bed of said creek about Twenty-five rods (25) to the East line of J. L. Moss land, the same being Thirty-three and one-third (33 $\frac{1}{3}$) rods, due West from the East line of said Section Five (5), thence due South along the East line of said land owned by said J. L. Moss, to the South line of said Northeast Quarter section, thence East Thirty-three and one-third (33 $\frac{1}{3}$) rods, to the place of beginning, and containing Sixteen and one-quarter acres, more or less.

All the above-described land being located East of the 6th P. M.

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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. No Exceptions

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 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 2nd of the second part. And in the event that said part 1st of the first part shall fail to pay said taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 2nd 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 TWENTY TWO HUNDRED FIFTY & no/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 4th day of October, 1948, and by its terms made payable to the part 2nd 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 2nd 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 2nd of the second part its agents 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 overplus, if any there be, shall be paid by the part 2nd 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 part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Richard L. Bradley (SEAL)
Elizabeth Bradley (SEAL)
(SEAL)
(SEAL)

This appears
was written
on the original
mortgage
entered
this day
of 1948

Notary Public
Dorothy

I, the undersigned, owner of the within mortgage, is hereby acknowledging the full payment of the debt secured thereby, and authorize the recording of this to enter the discharge of this mortgage of record. Dated this 1 day of June 1959 THE LAWRENCE NATIONAL BANK, Lawrence, Kansas (Corp. Seal) T. J. Glasgow Sec. & Chas. E. G. Mortgages, Sec'y. Asst. V. Pres.