

FROM

SAML DOORWORTH STATIONERY CO KANSAS CITY MO 64101

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Avalie Le Fever

TO

This instrument was filed for record on the 13th day of

March

A. D. 1926

P. M.

Reg. No. 1668

Fee Paid 1.75

Lawrence Building & Loan Association

By

Register of Deeds.
Deputy.

THIS INDENTURE, Made this sixth day of March, in the year of our Lord, one thousand nine hundred and twenty-six between

Avalie Le Fever and Clark Le Fever, her husband,

of Baldwin in the County of Douglas and State of Kansas

part ies of the first part, and The Lawrence Building and Loan Association -- of Lawrence, Kansas -- part y of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of

Seven Hundred fifty and no /100

DOLLARS, to them

which is hereby acknowledged, have said, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots one Hundred Thirty seven (137) and One Hundred Thirty nine (139) on Indiana Street in the City of Baldwin, less the east ten (10) feet of Lot One Hundred Thirty seven (137) on Indiana Street, all in Douglas County, Kansas -

-0-0-0-0-

(The following acknowledgment is endorsed on original instrument)

State of Kansas)

County of Douglas ss; Be It Remembered That on this 11th day of March in the year of our Lord one thousand nine hundred and twenty six before me, a Notary Public, in and for said County and State came, Avalie LeFever, wife of Clark LeFever to me personally known to be the identical person who executed the above and foregoing instrument and who each duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

L.S.

J. B. Ross, Notary Public.

My Commission expires July 22, 1929.

-0-0-0-0-

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

And the said parties ies 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 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 ies 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 loss, 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 ies 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Seven Hundred Fifty--

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the sixth day of March, 1926, 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 ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein is 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 water is permitted 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 profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 making such sale, on demand, to the first part ies.

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 ies of the first part have hereunto set their hands and seals, the day and year last above written.

Avalie LeFever

(SEAL)

Clark LeFever

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Sogwick

ss.

BE IT REMEMBERED, That on this 10th day of March, A. D. 1926, before me, a Notary Public in the aforesaid County and State, came Clark Le Fever

L.S.

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 24th day of October, 1929 Roxie Elswick 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 15th day of March, 1927.

Lawrence Building & Loan Association

Mortgagee.

Owner.

Corporate

George C. Folsom

This instrument was filed for record on the 13th day of March, 1926, at 2:30 P. M. in the office of the Register of Deeds, Douglas County, Kansas.