

MORTGAGE RECORD 69

FROM

Nora L. Crisler et wir
TO

TO

Lawrence Building & Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12th day of

June A. D., 192 6 , at 3:30 P. M.

Isa C. Wellman. Register of Deeds.

By _____ Deputy _____

THIS INDENTURE, Made this Ninth day of June, in the year of our Lord, one thousand nine hundred and twenty six between Geo. A. Jones et al

Nora E. Crisler and R. E. Crisler, her husband

of Lawrence in the County of Douglas and State of Kansas,
part 108 of the first part, and

part. 400 of the first part, and part. y of the second part.
Insurance Building & Loan Ass'n

THIRTEENTH, that the said part 103 of the first part, in consideration of the sum of

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of 100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number One Hundred Twenty seven (27) and
One Hundred Twenty nine (129) on Delaware Street
and also Lots Number One Hundred Twenty seven (127) and
One Hundred Twenty nine (129) on Delaware Street in
Earl's Addition, all in the City of Lawrence, Kansas-

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

And the said part 188 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8 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 thereto.

It is agreed between the parties hereto that the part 108 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 theywill 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 of their indenture. And in the event that said part 108 of the first part shall fail to pay any taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 109 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 per cent. from the date of payment until fully repaid.

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

--Fifty and no/100 ----- DOLLARS

according to the terms of two certain written obligation for the payment of said sum of money, executed on the ninth day of June 19 26,
and by their terms made payable to the part v of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or

of the first part shall fail to pay the same as provided in this indenture.

And the covenants shall be void if such payment has been 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 aforesaid, however, the obligation of the second part shall nevertheless remain in full force and effect, and the same shall not be deemed to be waived, modified or discharged by the failure to make such payments, or the failure to pay the taxes, or the failure to keep up the insurance, 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 expiration 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 for and to have receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, and to convey the same to any person or persons, and to do all such things as may be necessary to retain the premises in the manner prescribed by law and out of all moneys arising from such sale to the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and for the surplus, if any there be, shall be paid by the said part **Y** ... making such sale, on demand, to the said part **168**.

It is agreed by the parties hereto that the above recited premises and each and every building thereon contained, and all benefits accruing thereon shall extend and inure to the use and behoof of the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hand s and seals the day and year last above written.

Nora L. Crisler.....(SEAL)

R. E. Crisler (SEAL)

... (SEAL)

... (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this ninth day of June A. D. 19 26, before me, a

Notary Public _____ in the aforesaid County and State, came

Nora L. Crisler and R. E. Crisler her husband

L.S. to me personally known to be the same person **B** 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 18th day of Oct 19 26 I. C. Stevenson
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 4 day of May, 1927.

D. C. Stevenson
Secy.

Corp Real

Lawrence Building & Loan Co.
by Harry Reding President

This Release
was written
in original
language &
entered
the day
May
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J. E. W. L.
 Reg. of Deeds
 Deputy