

MORTGAGE RECORD 74

Reg. No. 3322

Fee Paid, \$ 62.50

FROM
Lawrence Sanitary Milk & Ice Cream Co.
TO
Lawrence Building & Loan Assoc.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 22 day of
March A. D. 1928, at 3:10 P.M.
By Isa E. Wellman Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty second day of March in the year of our Lord, one thousand nine hundred and twenty-eight between Lawrence Sanitary Milk and Ice Cream Company a corporation

of Lawrence in the County of Douglas and State of Kansas
part of the first part, and The Lawrence Building and Loan Association part of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Twenty-five Thousand (\$25,000.00) DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, do sell, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at the SE corner of Reserve #7 in
the City of Lawrence; thence North 150 feet;
thence West 50 feet; thence South 150 feet;
thence East 50 feet to the place of beginning,
all in the City of Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part of the first part therein.
And the said part of the first part do hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and

wired of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances
and that it will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part 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 it 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 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-five Thousand DOLLARS 19 28
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22 day of March 19 28
and by its terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

And the covenanter shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default is 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 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 repay 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 of the second part to the part of 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 assigns of the parties hereto.

IN WITNESS WHEREOF, The part of the first part has hereunto set its hand and seal the day and year last above written.

Corp. Seal

The Lawrence Sanitary Milk and Ice Cream Company (SEAL)
S.W. Hurwitz President (SEAL)
Chas. Montgomery Secretary (SEAL)

STATE OF Kansas ss.
COUNTY OF Douglas
BE IT REMEMBERED, That on this 22 nd day of March A. D. 19 28, before me, a Notary Public in the aforesaid County and State, came S.W. Hurwitz and Chas. Montgomery, Secretary 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.
My commission expires on the 18th day of October 1928

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 6th day of July 1935, 19

Deeds to enter the discharge of this mortgage of record. Dated this 6th day of July 1935, 19
I.C. Stevenson
George W. Foster
Lawrence Building & Loan Assoc. Mortgage. Officer

This Release was written on the original Mortgage of Lawrence Sanitary Milk & Ice Cream Co. to The Lawrence Building & Loan Assoc. and is returned to the Register of Deeds.

The foregoing is acknowledged on the original mortgage instrument, and 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 6th day of July 1935, 1930.