

MSA Litmus Broth 63143

FROM

Thos Robertson

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the 13 day of
Dec. A. D. 19 29 at 8:45 clock A. M.

Dec.

A D 19 29

5 o'clock A. M.

Eli E. Armstrong

Register of Deeds.

By

Deputy

THIS INDENTURE, Made this eleventh day of December, in the year of our Lord, one thousand nine hundred and twenty nine between Thos Robertson and Nora L. Robertson his wife

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

WITNESSETH, That the said part 1en of the first part, in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has ye 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:

Beginning at a point Twenty (20) feet south of the northwest corner of Lot Ten (10) thence north Forty (40) feet thence east One hundred seventeen (117) thence south Sixteen (16) feet, thence west Twenty (28) feet, thence south Twenty four (24) feet, thence west Eighty nine (89) feet to place of beginning, being a part of Lots Eight (8) and Ten (10) on Vermont Street in the city of Lawrence

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 **1e6.** of the first part shall at all times during the life of this industry, pay all taxes and assessments that may be levied or assessed against said real estate, and the monies become due and payable, and that **they will** keep the buildings upon said real estate insured against fire and tornado in such a manner as to insure the same for the full value thereof, and that the cost of such insurance shall be paid by the party **Y.** of the second part, and that the party **Y.** of the second part, 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 party **Y.** of the second part to the extent of **its** interest. And in the event that said part **1e6.** 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 assessments, 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.

Five hundred DOLLARS

according to the terms of one certain written obligation _____ for the payment of said sum of money, executed on the 11th day of December 1929 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 _____ 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 leg of the first part shall fail to pay the same as provided in this indenture.

part. If in the first part said mail is to pay the amounts as provided in this indenture in full, then the second part shall be void, and the obligation contained therein fully discharged. If default be made in such payments of any part thereof or if any obligation or other condition herein is not fully complied with, then the second part shall be void, and the obligation contained therein shall not be discharged, and the holder hereof, if it be so, or the insurance is not kept up, as provided herein, or if the buildings and said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this second part 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 therein 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 making such sale, on demand, to the first part. 16a

It is hereby declared that the terms and provisions of this indenture and of each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, successors, administrators, personal representatives, assigns and assigns of the respective parties herein.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal the day and year last above written.

Tnos Robertson (SEAL)

Nora L. Robertson

_____ (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss

BE IT REMEMBERED, That on this 11th day of December A. D. 19 29 before me, a

Notary Public in the aforesaid County and State, came

Thos Robertson and Nora L. Robertson his wife

to me personally known to be the same person _____ who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal Seal

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 1932

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 May 17, 1930, 1930

J.C. Stevenson
Corp. Secy

Lawrence B. Breen
by George C. Foster

Mortgage. Owner.
Paid.