

MORTGAGE RECORD 76

Reg. No. 1239
Fee Paid, \$4.25

MILLER & CO. ST. LOUIS, MO. 63102

FROM

Albert R. Pine and wife
TO
Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of
March A. D. 19 31, at 1:15 o'clock A. M.

By E. C. Stevens Register of Deeds.
Deputy.

THIS INDENTURE, Made this third day of March, in the year of our Lord, one thousand nine hundred and thirty one between
Albert R. Pine and Ethel E. Pine, 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 parties of the first part, in consideration of the sum of
Seventeen hundred fifty 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. y. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

That part of Lot Three (3) in Section Nineteen (19) Township Twelve (12) Range Twenty (20) lying east of the Union Pacific Railway right of way containing 14.57 acres more or less, less the following tract in the northeast corner thereof; Beginning at the north east corner of the North west quarter of section nineteen (19) Township Twelve (12) Range Twenty (20) thence west eight (8) rods thence south thirty (30) rods, thence east eight (8) rods thence north thirty (30) rods to place of beginning, less any portion thereof included in the public highway on the east side of said land and less any portion included in the public highway on the north side of said land, and also less the south sixty five (65) feet of the original tract.

with the appurtenances and all the estate, title and interest of the said parties 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 owners 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. y. 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. y. of the second part, the loan, 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. 1st 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 repaid.

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

Seventeen hundred fifty DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the third day of March 19 31

and by the 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. 1st 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 provided, 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. 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 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 parties making such sale, on demand, to the part. 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 parties of the first part have hereunto set their hand and seal, the day and year last above written.

Albert R. Pine (SEAL)

Ethel E. Pine (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 4th day of March A. D. 19 31, before me, a

Notary Public in the aforesaid County and State, came

Albert R. Pine and Ethel E. Pine his wife

Legal Seal

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 18th day of October 19 32

I. C. Stevens
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 24th day of July 19 34

Corp. Seal

Lawrence Building and Loan Association
George E. Foster, Secy.
Mortgagee. Owner.
L. E. Eby, Asst. Secy.

This Release
was written
by the original
owner of the
mortgage
entered
this 24th day
of July
19 34
L. E. Eby, Asst. Secy.
Charles