

## MORTGAGE RECORD 76

Reg. No. 1466  
Fee Paid, \$ 1.75

FROM

Sibyl S. McDonald

TO

Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of  
July A. D. 1931, at 10:25 o'clock A. M.By *George C. Stevenson*

Register of Deeds.

Deputy.

THIS INDENTURE, Made this Twenty-fifth day of July, in the year of our Lord, one thousand nine  
hundred and Thirty-one between  
Sibyl S. McDonald a widowof Lawrence in the County of Douglas and State of Kansas  
part of of the first part, andLawrence Building and Loan Association part Y of the second part.WITNESSETH, That the said part Y of the first part in consideration of the sum of  
Seven Hundred Fifty and no/100 DOLLARS, to her duly paid, the receipt of  
which is hereby acknowledged, has 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 in the East line of Lot No. Three (3) in Section Nineteen (19),  
Township Twelve (12) Range Twenty (20) Sixty-five Feet north of the Southeast corner  
of said Lot; thence West 525 1/10 feet to the East line of the Union Pacific Railroad  
right of way, thence in a northeasterly direction in and along said right of way to a  
point 317 5/10 feet North and 509 5/10 feet west of the Southeast corner of Lot No.  
Three (3); thence East 509 5/10 feet to the East line of Lot No. Three (3) thence  
South 252 5/10 feet to the place of beginning containing three acres including the  
right of way of the public road along the east side thereof.

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.And the said part Y of the first part do grant, bargain, sell and Mortgage to the said part Y of the second part, the premises above granted, and  
sized 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 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 she 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 Y 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

Seven Hundred Fifty and no/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of July 19 31and 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 Y 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 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 mortgage 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 partto 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 part Y making such sale, on  
demand, to the first part Y.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 Y of the first part has set her hand and seal the day and year last  
above written.Sibyl S. McDonald (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KansasCOUNTY OF Douglas ss.BE IT REMEMBERED, That on this 23rd day of July A. D. 1931, before me, a

Notary Public in the aforesaid County and State, came

Sibyl S. McDonald a widowto 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 32I. 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 23rd day of July, 19 31I. C. Stevenson George C. Stevenson  
Mortgagee. Owner.

Copy Seal

Mortgagee.

Owner.

This Release  
was written  
on the original  
Mortgage  
and entered  
in the  
Record  
on July 23  
1931

*George C. Stevenson*  
Notary Public  
Douglas County, Kansas