

MORTGAGE RECORD 80

Reg. No. 2630
Fee Paid, \$.50

FROM
James G. Akright and Ora Frye Akright, his wife
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 26th day of
November A. D. 1934, at 20 o'clock P. M.
Edw. E. Armstrong
By _____ Deputy.

THIS INDENTURE, Made this 22nd day of November, in the year of our Lord, one thousand nine hundred and Thirty-four between

James G. Akright and Ora Frye Akright, his wife
of Lawrence in the County of Douglas and State of Kansas
part 1es of the first part, and
The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part 1es of the first part, in consideration of the sum of
Two Hundred Twenty and 24/100 ----- DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, ha 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:

The East one-half (1/2) of Lot Number One (1) in Morland
Place, an addition to the city of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except a mortgage to the mortgagees of Thirty-two
Hundred Fifty and no/100 Dollars
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 1es 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 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
Two Hundred Twenty and 24/100 ----- DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22nd day of November 19 34
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 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 1es 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 issue 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 part Y making such sale, on demand, to the first part 1es.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 1es of the first part ha ye hereunto set their hand and seal s the day and year last above
written.

James G. Akright (SEAL)
Ora Frye Akright (SEAL)
(SEAL)
(SEAL)

STATE OF Washington ss.
COUNTY OF Snohomish

BE IT REMEMBERED, That on this 22nd day of November A. D. 1934, before me, a
notary public in the aforesaid County and State, came

Legal Seal James G. Akright and Ora Frye Akright, his wife
to me personally known to be the same person s 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 8th day of February 1935.

G. D. Reeves 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 2nd day of Oct. 1936

J.C. Armstrong
Secy conf. seal

Lawrence Building & Loan Assn
Mortgagee.
George D. Foster Pres

Harold A. Beck
Reg. of Deeds
Wm. W. Kohn