

MORTGAGE RECORD 80

Reg. No. 2871

Fee Paid, \$ 1.00

Receiving No.

FROM

Christian Kaufman
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

Jan. A. D. 1935, at 11:40 o'clock A. M.

By *Christian Kaufman* Register of Deeds.

By Deputy.

THIS INDENTURE, Made this ninth day of January, in the year of our Lord, one thousand nine hundred and thirty five between Christian Kaufman, a widower

of Lawrence in the County of Douglas and State of Kansas
part y of the first part, and The Lawrence 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 Four hundred DOLLARS, to him 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:

Lot One hundred twenty (120) on Ohio Street, in the city of Lawrence

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 hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and owned 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 he will keep the buildings upon said real estate insured against fire and tornado by such insurance company as shall be specified and directed by 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 Four hundred DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 9th day of January 1935 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 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 hereby, 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 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 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 overplus, if any there be, shall be paid by the part y 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 successors of the respective parties hereto.

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

Christian Kaufman (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 9th day of January A. D. 1935, before me, a Notary Public in the aforesaid County and State, came

Legal Christian Kaufman a widower

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 10th day of October 1936.

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 12th day of July 1941.

By L. E. Ely, Secy.
(Cof. Seal)

Lawrence Building & Loan Assoc.
by George F. Froth, President Mortgagee.

Owner.

This Release was written on the original Mortgage & entered this 14th day of July 1941.

Haselbacher
Reg. of Deeds.

THIS INDENTURE, hundred and Thirty

of Budorn parties of the first part, and

WITNESSETH, That

which is hereby acknowledged following described real estate

The South Two Block Number Douglas Count

with the appurtenances and all

And the said part 1/2 of the of a good and indefeasible estate of

and that they will warrant and defend

It is agreed between the parties

said real estate when the same become

as shall be specified and directed by the

said part 1/2 of the first part shall fail

said taxes and insurance, or either, and

fully repaid.

THIS GRANT is intended as

according to the terms of the

and by its terms made

money advanced by the said part y

shall fail to pay the same as provided

And this conveyance shall be void

or any obligation created hereby, or if

the buildings on said real estate are not

and all of the obligations provided for

without notice, and it shall be lawful

therein in the manner provided by law

prescribed by law and out of all moneys

there be, shall be paid by the part y

It is agreed by the parties hereto

and be obligatory upon the heirs, exec

IN WITNESS WHERE

written.

STATE OF Kansas

COUNTY OF Douglas

to

of

w

M

Seal

I, the undersigned owner

to enter the discharge of this m