

## MORTGAGE RECORD 80

Reg. No. 44  
Fee Paid, \$2.00

Receiving No. 217

FROM

Grace Fortney  
TO

Lawrence Bldg. &amp; Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

March A. D. 1935 at 4:30 o'clock P. M.  
Harold A. Beck  
Register of Deeds.

Deputy.

By

THIS INDENTURE, Made this Fourteenth day of February, in the year of our Lord, one thousand nine hundred and Thirty-five between Grace Fortney and A. M. Fortney, her husband

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 \_\_\_\_\_ DOLLARS, to them duly paid, the receipt of Thirty-one Hundred Sixty and no/100 sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North One-half of the West one-half of Lot  
Three (3) in Moreland Place according to the plat  
of said place now on file in the office of the  
Register of Deeds of Douglas County, now a part  
of the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said parties 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 owned of 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 parties 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 party of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable, or if the taxes on said real estate are 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, shall become due and payable to the party of the second part, and shall bear interest at the rate of 10% from the date of payment and fully payable.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \_\_\_\_\_ DOLLARS  
Thirty-one Hundred Sixty and no/100 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 party 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 parties 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 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, shall become due and payable to the party of the second part, and shall bear interest at the rate of 10% from the date of payment and fully payable.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Grace Fortney (SEAL)

A. M. Fortney (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 6th day of March A. D. 1935, before me, a notary Public in the aforesaid County and State, came Grace Fortney and A. M. Fortney, her husband to me personally known to be the same persons 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.

(SEAL)

My commission expires on the 18th 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 17th day of September, 1935.

I. C. Stevenson Secy.

Lawrence Building & Loan Assn.  
George O. Foster Pres.

Conf. Seal

This Release  
was written  
on the original  
Mortgage &  
entered  
this 17th day  
of September  
1935.

Harold A. Beck  
Reg. of Deeds  
Frederick Kahn

Receiv

THIS INDENTURE  
hundred and thirty-  
deceased,of Pueblo  
part y of the first partWITNESSETH, T  
Eight Hunder  
which is hereby acknowledged  
following described real estate  
On my undivided  
Section Two(Mortgagor r  
September 27

with the appurtenances and

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 owned of 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 parties 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 party of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable, or if the taxes on said real estate are 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, shall become due and payable to the party of the second part, and shall bear interest at the rate of 10% from the date of payment and fully payable.

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

Grace Fortney (SEAL)

A. M. Fortney (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

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IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL)

My commission expires on the 18th 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 17th day of September, 1935.

I. C. Stevenson Secy.

Lawrence Building &amp; Loan Assn.

George O. Foster Pres.

Conf. Seal

This Release was written on the original Mortgage &amp; entered this 17th day of September 1935.

Harold A. Beck Reg. of Deeds Frederick Kahn

(OFFICE SEAL)

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