

Receiving No. 259

MORTGAGE RECORD 80

Reg. No. 54
Fee Paid, \$2.00Receiving No.
Mortgage Record 80, Kansas

FROM
Emil Gauck and wife
TO
The Lawrence Building and Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 15 day of March A. D. 1935, at 3:50 o'clock P. M.
By _____ Deputy.
Narvel C. Beck
Register of Deeds.

THIS INDENTURE, Made this Sixth day of March, in the year of our Lord, one thousand nine hundred and Thirty-five between Emil Gauck and Matilda Gauck, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building & Loan Association part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred Seventy-nine and 52/100 - 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:

Beginning at a point 245 feet South of the Northeast corner of Block No. Three (3) in Earl's Addition to the City of Lawrence; thence running West 117 feet; thence North 65 feet; thence East 117 feet; thence South 65 feet to the place of beginning.

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

And the said part 1 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 shall of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

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 1 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 becomes 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 parties 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 and fully repay.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seven Hundred Seventy-nine and 52/100 - DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 6th day of March 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 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 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, the buildings on said real estate 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, and 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 provided 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 second part, making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of the 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 part 1 of the first part have hereunto set their hands and seals the day and year last above written.

Emil Gauck (SEAL)

Matilda Gauck (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

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 Emil Gauck and Matilda

Gauck, his wife
to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL)

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 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 29th day of Nov, 1935.

by L. E. Eby
Secretary (Corp. Seal)

The Lawrence Building and Loan Association
Mortgagee
by W. C. Brinkman Vice-Pres.

This Release
was written
on the original
Mortgage
entered
this 29th day
of Nov 1935
Narvel C. Beck
Reg. of Deeds

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THIS INDENTURE
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WITNESSETH, Th

which is hereby acknowledged
following described real estateThe W
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with the appurtenances and

And the said part y of
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

said part y of the first part shall

said taxes and insurance, or either,

fully repay.

THIS GRANT is intended

according to the terms of ONE

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 thereby,

the buildings on said real estate and

and all of the obligations provided for

without notice, and it shall be lawful

therein in the manner provided by

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, ex

written.

IN WITNESS WHERE

written.

(SEAL)

STATE OF Kans

COUNTY OF Dougle

I, the undersigned owner

to enter the discharge of this