

MORTGAGE RECORD 80

Reg. No. 66
Fee Paid, \$2.00

Receiving No. 341

Receiving No.

FROM
Lee Yoder
TO
The Lawrence Building & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 1 day of April A. D. 1935, at 2:25 o'clock P. M.
Register of Deeds.
Deputy.

THIS INDENTURE, Made this First day of April, in the year of our Lord, one thousand nine hundred and Thirty-five between Lee Yoder and Lizzie Yoder, his wife
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 Seven Hundred Sixty-six and 38/100 - - - 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Thirty-(30) in Fairfax Addition,
an addition adjacent to 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 party 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 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 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 becomes due and payable, and that they will 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, the loan, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 party of the second part may pay said taxes and insurance, or other, 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 Sixty-six and 38/100 - - - DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of April 1935, and by its terms made payable to the party 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 it, 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 party of the first part shall fail to pay the same as provided in this indenture.

And the 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 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 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 party of the second part, making such sale, on demand, to the first parties.

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 parties of the first part have hereunto set their hands and seal the day and year last above written.

Lee Yoder (SEAL)

Lizzie Yoder (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 1st day of April A. D. 1935, before me, a notary public in the aforesaid County and State, came Lee Yoder and Lizzie Yoder, 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.

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 26th day of August, 1942.

(Corp. Seal)

The Lawrence Building and Loan Association
E. S. Weatherly Vice Pres.

By L. E. Eby
Secretary

This Release
was written
on the original
Mortgage
entered
this 1st day
of August
1942

Handwritten
Reg. of Deeds.

Carl Nieder

Land

THIS INDENTURE
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past

of Lone Star
part of the first part
of Lone Star
WITNESSETH, T

which is hereby acknowledged
following described real

North east
southwest
thence eas
line of sa
township f
the southe
east of th

with the appurtenances and

And the said parties of a good and indefeasible estate except a cert

It is agreed between the said real estate when the same be as shall be specified and directed

said party of the first part of said taxes and insurance, or other fully repaid.

THIS GRANT is intended

according to the terms of a

and by its terms money advanced by the said party shall fail to pay the same as provided

And this conveyance shall or any obligation created thereby the buildings on said real estate and all of the obligations provided

Without notice, and it shall be law thereon in the manner provided by law and out of all there be, shall be paid by the parties

It is agreed by the parties and be obligatory upon the heirs

IN WITNESS WHEREOF

written.

STATE OF Kansas

COUNTY OF Doug

(SEAL)

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.