

Receiving No. 545

MORTGAGE RECORD 80

Reg. No. 108
Fee Paid, \$ 0.75

Receiving

FROM		STATE OF KANSAS, DOUGLAS COUNTY, KS.	
Fannie Brooks and O. L. Brooks, her husband TO		This instrument was filed for record on the 9 day of May A.D. 1935, at 4:00 o'clock P.M. <i>Harold A. Dick</i> Register of Deeds	
Lawrence Bldg. & Loan Assn.		By _____ Deputy.	
THIS INDENTURE, Made this Ninth day of May, in the year of our Lord, one thousand nine hundred and Thirty-five, between Fannie Brooks and O. L. Brooks, 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 parties of the second part.			
WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred and no/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:			
Lots Ninety-nine and One Hundred One on Pennsylvania St., in 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 stand in a good and indefeasible estate of inheritance thereof, free and clear of all encumbrances 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 party 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 party of the second part, the less if any, made payable to the party of the second part to the extent of 10% interest. And in the event that the party of the first part shall fail to pay said 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 either, and the amounts so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 20% from the date of payment and fully collectable.			
THE GRANT is intended as a mortgage to secure the payment of the sum of Three hundred and no/100 DOLLARS according to the terms of this certain written obligation for the payment of said sum of money, executed on the 9th day of May 1935, and by the term 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 the said party of the second part to pay for taxes or 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 by this indenture.			
It is agreed between the parties hereto that the party of the first part shall make as bonds specified, and the obligations contained therein fully discharged. If default be made in making payments or any part thereof or any obligation contained thereby, or failure therein, or if the term or term or terms are not met when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings or any part thereof are not kept in proper repair as they are now, or if waste is committed on said premises, then this indenture shall become absolute, and the whole sum remaining unpaid and uncollected, together with all interest accrued thereon, shall at once become due and payable, and the party of the second part shall have the right to foreclose the same and to sell the same at public auction, and it shall be held by the party of the second part, to the intent and meaning of the said indenture, and all the property received by him and/or by his assigns or successors appointed to collect the rents and benefits accruing therefrom, and to sell the premises herein granted, or any part thereof, in the manner provided by law and out of all monies arising from such sale to which the amount thus unpaid of principal and interest, together with the costs and charges incident thereto, and the expenses, if any, thereon, shall be paid by the party of the second part holding such rents or demands, to the party of the first part.			
It is agreed by the parties hereto that the terms and covenants of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall stand and last, and be obligatory upon the heirs, executors, administrators, personal representatives, assignees and successors of the respective parties herein.			
IN WITNESS WHEREOF, The party of the first part has hereunto set their hand and seal the day and year last above written.			
Fannie Brooks		(SEAL)	
O. L. Brooks		(SEAL)	
		(SEAL)	
STATE OF Kansas County of Douglas			
NOTARIZED, That on this 2d day of May A.D. 1935, before me, a Notary Public, in the aforesaid County and State, came Fannie Brooks and O. L. Brooks, her husband, 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 1st day of October 1936. I. C. Stevenson Notary Public			
(SEAL) (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. Dated this 24th day of August 1937. <i>George T. Foster, President</i> George T. Foster, President Mortgage			

This instrument
was drawn and
signed in the presence
of the following
witnesses:
W. H. Brooks
H. C. Stevenson
J. C. Stevenson
George T. Foster
President
Mortgage
Fannie Brooks
O. L. Brooks
H. C. Stevenson
J. C. Stevenson
George T. Foster
President
Mortgage
Dated

1. 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 24th day of August 1937. *George T. Foster, President*
George T. Foster, President
Mortgage
Dated

STATE OF Kansas
COUNTY OF Douglas

(SEAL)

I, the undersigned own
er of the within mort
gage, do hereby acknowl
edge the full payment of
the debt secured thereby,
and authorize the Register
of Deeds to enter the
discharge of this mort
gage of record. Dated
this 24th day of Aug
ust 1937. *George T. Foster, President*
George T. Foster, President
Mortgage
Dated