

MORTGAGE RECORD 80

Receiving No. 584

Reg. No. 115
Fee Paid, \$5.00

Receiving No.

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
E. G. L. Harbour TO	This instrument was filed for record on the 18 day of May A. D. 1935 at 2:00 o'clock P. M.
Wm. Torgenson	By <i>Harold A. Eby</i> Register of Deeds. Deputy.

THIS INDENTURE, Made this Sixteenth day of May, in the year of our Lord, one thousand nine hundred and Thirty-five between E. G. L. Harbour and Maud B. Harbour, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and William Torgenson part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 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 Sixty-three (63) less the South Twenty-seven (27) feet thereof and the South Four (4) feet of Lot Sixty-one (61) on New Hampshire Street in the City of Lawrence, Kansas.

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 none 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 therein.

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 upon 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 part Y of the second part, the loan, 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand and no/100 ----- DOLLARS, according to the terms of ORO certain written obligation for the payment of said sum of money, executed on the 18th day of May 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 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 said 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 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 prescribed by law and out of all money arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident therein, and the surplus, if any there be, shall be paid by the part Y of the second part, making such sale, on demand, to the first part of the second 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 parties of the first part have hereunto set their hands and seal the day and year last above written.

E. G. L. Harbour (SEAL)

Maud B. Harbour (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of May A. D. 1935, before me, a notary public in the aforesaid County and State, came E. G. L. Harbour and Maud B. Harbour, his wife

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.

My commission expires on the 21st day of April 1938.

L. E. Eby 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 22nd day of January, 1946.

Emma C. Torgerson, Sole Legatee under the Will of William Torgerson, deceased.

Mortgage Owner.

The First Savi

THIS INDENT
hundred and thirof Lawrence.
parties of the first

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Three Thousand
which is hereby acknow
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portion of the
Second tract: B
Section 35, Tow
steel pin; thenc
thence South 19
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said Quarter Se
line of said So
Also subject to
of the SE 1/4 of S
the West line of

with the appurtenances

And the said parties
of a good and indefeasible estate

and that they will warrant and

It is agreed between the
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as shall be specified and directed
or any obligation created thereby
the buildings on said real estate
and all of the obligations provide

Three Thousand
according to the terms of ORO

and by its terms
money advanced by the said part

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

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there be, shall be paid by the pa
It is agreed by the parties
and be obligatory upon the heirs

IN WITNESS WH
written.

STATE OF KANSAS
COUNTY OF DOUGLAS

(SEAL)

I, the undersigned ow
to enter the discharge of thi

(Copy)