

MORTGAGE RECORD 80

Receiving No. 739

Reg. No. 149
Fee Paid, \$ 0.75

Receiving No. 7

FROM
Hattie S. LeSuer and Nellie K. McFarland
TO
Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of
June A. D. 1935, at 10:20 o'clock A. M.
Harold A. Bled
Register of Deeds.
Deputy.

THIS INDENTURE, Made this Twenty-fifth day of June, in the year of our Lord, one thousand nine hundred and thirty-five, between Hattie S. LeSuer, a widow, and Nellie K. McFarland, a single woman, of Lawrence, in the County of Douglas, and State of Kansas, part 1st of the first part, and The Lawrence Building and Loan Association, part 2 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 part 2 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Ten (10) feet of Lot Seventy-eight (78)
and all of Lot Eighty (80) on Hew Hampshire Street,
in the city of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st 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 that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 1st 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 2 of the second part, the loss, if any, made payable to the part 2 of the second part to the extent of its interest. And in the event the said part 1st 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 2 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 Three Hundred and no/100 DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 25th day of June, 1935, and by its terms made payable to the part 2 of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the said part 2 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 part 1st 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 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 2 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 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 surplus, if any, there be, shall be paid by the part 2 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 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 part 1st of the first part has hereunto set their hands and seal the day and year last above written.

Hattie S. LeSuer (SEAL)

Nellie K. McFarland (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 25th day of June, A. D. 1935, before me, a notary public in the aforesaid County and State, came Hattie S. LeSuer, a widow and Nellie K. McFarland, a single woman, 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 10th day of May.

(Comp Seal) I. C. Stevenson
Secy

May 10, 1936
Lawrence Building & Loan Association
E. C. Boyd, Vice President
Mortgage Dept.

THIS INDENTURE
hundred and thirty-f

of Lawrence
parties of the first part,

WITNESSETH, That
Nine
which is hereby acknowledged
following described real estate

with the appurtenances and
And the said part 1st 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 1st of the first part shall
said taxes and insurance, or either,
fully repay.

THIS GRANT is intended

Nine hundred and

according to the terms of one

and by such terms made

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 are

and all of the obligations provided for

without notice, and it shall be lawful

therein in the manner provided by

permitted by law and out of all moneys

there be, shall be paid by the part

It is agreed by the parties hereto

and be obligatory upon the heirs, ex

IN WITNESS WHEREOF

written.

STATE OF Kansas

COUNTY OF Doug

This Release
was written
on the original
Mortgage
entered
this 10 day
of May
1936
Harold A. Bled
Reg. of Deeds
Push Nelson
Deputy

I, the undersigned owner
to enter the discharge of this