

MORTGAGE RECORD 80

Receiving No. 833

Reg. No. 175
Fee Paid, \$ 6.50

Receiving No.

FROM
Fred Love & wife
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 17 day of July A. D. 1935 at 11:10 o'clock A. M.
By *Norval A. Dick* Register of Deeds
Deputy.

THIS INDENTURE, Made this Fifteenth day of June, in the year of our Lord, one thousand nine hundred and thirty five between Fred Love and Stella M Love, 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 Twenty six hundred fifty 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 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 One hundred eleven (111) on Kentucky 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 party ies 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 party ies 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 become 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 y of the second part, the loss, if any, made payable to the party y of the second part to the extent of its interest. And in the event that said parties ies 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 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

Twenty six hundred and fifty DOLLARS, according to the terms of OMA certain written obligation for the payment of said sum of money, executed on the 15th day of June 1935 and by its terms made payable to the party 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 party 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 party ies of the first part shall fail to pay the same as provided in this indenture.

And the covenants 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 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 mortgage 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, and without notice, and it shall be lawful for the said party 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 thereon; 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 thereto, and the surplus, if any there be, shall be paid by the party y of the second part, making such sale, on demand, to the first party ies.

It is agreed by the parties hereto that the terms and provisions of the indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and be in, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party ies of the first part has hereunto set their hands and seals the day and year last above written.

Fred Love (SEAL)

Stella M Love (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 15th day of July A. D. 1935, before me, a Notary Public in the aforesaid County and State, came Fred Love and Stella M Love his wife

to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name, and affirmed my official seal on the day and year last above written.

My commission expires on the 18th day of October 1935.

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 4th day of May, 1936.

attest L. E. Chy Secretary (Corp. seal) The Lawrence Building and Loan Association
H. C. Brinkman, President

This release was written on the original mortgage entered this 12 day of June 1935

Norval A. Dick Reg. of Deeds

Deputy

The First Sav

THIS INDENTURE hundred and thirty

of Lawrence part y of the first part

WITNESSETH, Five Hundred which is hereby acknowledged following described real

with the appurtenances

And the said party y of a good and indefeasible estate

and that they will warrant and

It is agreed between the

said real estate when the same

as shall be specified and directed

said party y of the first part

said taxes and insurance, or either

fully repaid.

THIS GRANT is intended

according to the terms of OMA

and by its terms

money advanced by the said party

shall fail to pay the same as provided

And this conveyance shall be

or any obligation created thereby

the buildings on said real estate

and all of the obligations provided

without notice, and it shall be

therein in the manner provided

prescribed by law and out of all

there be, shall be paid by the party

It is agreed by the parties

and be obligatory upon the heirs

IN WITNESS WHEREOF

written.

STATE OF Kansas

COUNTY OF Douglas

(SEAL)

I, the undersigned

to enter the discharge of