

## MORTGAGE RECORD 80

Receiving No. 885

Reg. No. 189  
Fee Paid, \$1.75

FROM  
Kathryn Leighton a widow  
TO  
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 27 day of July A. D. 1935, at 10:10 o'clock A. M.  
Harold A. Beck  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this twenty third day of July, in the year of our Lord, one thousand nine hundred and thirty five between Kathryn Leighton a widow

of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Seven hundred & Twenty-Five DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 Fifty two (52) and the East one-half of Lot Fifty four (54) on Pinckney Street, in the city of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and that 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 thereon.

It is agreed between the parties hereto that the part Y 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 she 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 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 the said part Y 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 and fully repay.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Seven hundred & Twenty-Five DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of July 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 part Y 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 obligations 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 lender hereon 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 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 Y making such sale, on demand, to the first part Y.

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 have effect, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part Y of the first part has hereunto set her hand and seal the day and year last above written.

Kathryn Leighton (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 23rd day of July A. D. 1935, before me, Notary Public in the aforesaid County and State, came Kathryn Leighton, a widow

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

(SEAL)

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 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 day of Dec. 9, 1935, 19.

I. C. Stevenson Secy corp del Lawrence Building & Loan Assn George O. Foster Mortgage Owner.

This Release was filed on the original of this mortgage as required by law.  
Harold A. Beck  
Reg. of Deeds  
Lawrence, Kansas

Receiving

Ira C. Flo

Lawrence N

THIS INDEN  
hundred and thiof Baldwin  
part ies of the firstWITNESSETH  
Twenty-thre  
which is hereby ackno  
following described reThe So  
Southw  
(19),

with the appurtenances

And the said part  
of a good and indefeasible

and that they will warrant

It is agreed between

mid real estate when the sa

as shall be specified and dire

mid part of the first

mid taxes and insurance, or

fully repay.

THIS GRANT is int

Twenty-thre

according to the terms of

and by such

money advanced by the said

shall fail to pay the same as

And this conveyance

or any obligation created the

the buildings on said real est

and all of the obligations pro

without notice, and it shall

therein in the manner provi

It is agreed by the pa

and be obligatory upon the

IN WITNESS

written.

STATE OF Kansas  
COUNTY OF Dougla

SEAL

I, the undersigne  
to enter the discharge of

(Corp. Sec