

Receiving No. 921

MORTGAGE RECORD 80

Reg. No. 199

Fee Paid, \$ 1.25

FROM

M E Gilbreath and wife
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of
August A. D. 1935, at 1:50 o'clock P. M.Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this third day of August, in the year of our Lord, one thousand nine hundred and thirty five between M E Gilbreath and Lydia Gilbreath, 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
Five hundred 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 Thirty six (36) and Thirty seven (37) in Fairfax Addition,
adjacent to the city of Lawrence, Kas

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 seized
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 therein.

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 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 of the second part, the law, if any, made payable to the party of the second part to the extent of its interest. And in the event that
said parties of the first part fail to pay such 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 other, 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
Five hundred DOLLARS
according to the terms of certain written obligation for the payment of said sum of money, executed on the 3rd day of August 1935.and by its terms 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 any 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 in this indenture.And this mortgage 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 be 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 hereof,
without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvementstherein 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 party of the second part making such sale, on demand, to the first party of the first part.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon contained, and all benefits accruing therefrom shall extend and issue to,
and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and assignees of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last above

written.

M. E. Gilbreath (SEAL)

Lydia Gilbreath (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 3rd day of August A. D. 1935, before me, a
Notary Public in the aforesaid County and State, came M E Gilbreath and

Lydia Gilbreath, 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

(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 24th day of July 1938I. C. Stevenson Secy
(Conf. Seal)The Lawrence Building and Loan Association
George A. Foster Pres.
Mortgage.

Owner.

This Release
was written
on the original
Mortgage
entered
this 24th day
of July 1938
Harold A. Beck
Reg. of Deeds.