

Receiving No. 1058

MORTGAGE RECORD 80

Reg. No. 243
Fee Paid, \$ 0.25

Receiving No.

FROM _____

TO _____

By _____

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 29 day of August A. D. 1935 at 11:50 o'clock A. M.
Harold A. Gled
Register of Deeds.
Deputy.

THIS INDENTURE, Made this Twenty-ninth day of April, in the year of our Lord, one thousand nine hundred and Thirty-five between Clarence A. Gled and Pearl L. Gled, his wife

of Lawrence in the County of Douglas and State of Kansas
part 108 of the first part, and THE LAWRENCE BUILDING AND LOAN ASSOCIATION part Y of the second part.

WITNESSETH, That the said part 108 of the first part, in consideration of the sum of One Hundred Forty-eight and 67/100 ----- 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:

Beginning 115 feet East and 30 feet South of the Northwest corner of Section 7, Township 13, Range 20; thence East 50 feet; thence South 100 feet; thence West 50 feet; thence North 100 feet to the point of beginning.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said part 108 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 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage to the grantees of \$1150.00

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part 108 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 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 loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 108 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Hundred Forty-eight and 67/100 ----- DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 29th day of April A. D. 1935, and by its terms made payable to the part 108 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 108 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 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 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 sell the premises hereon 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 of the second part. Along with said sale, on demand, to the first part 108.

It is agreed by the parties hereto at 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 hand and seal the day and year last above written.

Clarence A. Gled (SEAL)

Pearl L. Gled (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, That on this 29th day of April A. D. 1935, before me, a notary public in the aforesaid County and State, came Clarence A. Gled and Pearl L. Gled, 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 18th day of October 1935.

(SEAL) 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 7th day of Feb. 17, 1937.

J. C. Stevenson
Reg. of Deeds.

Lawrence Building & Loan Assn.
Mortgagee.
George O. Foster Pres.

This Release was written on the original Mortgage this 13th day of March 1937.

Harold A. Gled
Reg. of Deeds.
Paul W. Kahn
Deputy

Elizabeth Shaf
her

Peoples State.

THIS INDENTURE
hundred and thirty-

of Lawrence,
part 108 of the first part,

WITNESSETH, T
Five
which is hereby acknowledged
following described real es

Beginning at t
East on Section
4.865 chins;
West boundary
2 acres in Dou

with the appurtenances and
And the said part 108 of
of a good and indefeasible estate
State Bank, Lawrence,
that they own the same and

It is agreed between the p
said real estate when the same be
as shall be specified and directed
said part 108 of the first part sh
said taxes and insurance, or either
fully repaid.

THIS GRANT is intended

according to the terms of one

and by its terms made payable to the part 108 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 108 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 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 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 sell the premises hereon 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 of the second part.

It is agreed by the parties hereto at 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 hand and seal the day and year last above written.

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

(SEAL)

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