MORTGAGE RECORD 80

Receiving No. 1078

Receiving No.

FROM

Katie Lee Halberg

TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the   3   day of
September   A. D. 1935 , at 9:20 o'clock A. M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

Carl E. Sr

LAWRENCE NAT

THIS INDENTU

hundred and Thirty

of   Lawrence   in the County of

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WITNESSETH, T

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which is hereby acknowle

following described real e

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THIS INDENTURE, Made this   26th   day of   July   , in the year of our Lord, one thousand nine
hundred and Thirty-five   between Katie Lee Halberg and J. A. Halberg, her husband

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

WITNESSETH, That the said part ies of the first part, in consideration of the sum of _____
Eleven Hundred Three Dollars and 89/100 - - - - - - - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, ha ve 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:

The North one-half of the West one-half of Lot Twenty-two (22) and the North
one-half of the east one-half of Lot Twenty-four (24) on Park Street in the
City of Lawrence.

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

And the said part ies of the first part do _____ hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance _____

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 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 becomes 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 _____ 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 until
fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____
Eleven Hundred Three and 89/100 Dollars - - - - - - - - - - - - - - - DOLLARS,
according to the terms of one certain written obligation _____ for the payment of said sum of money, executed on the   26th 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 ies 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,
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 s all 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 said 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 overplus, if any,
there be, shall be paid by the part _____ making such sale, on demand, to the first part ies.

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 ies of the first part ha ve hereunto set their hand and seal the day and year last above
written.

Katie Lee Halberg (SEAL)

J. A. Halberg (SEAL)

_____ (SEAL)

_____ (SEAL)

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And the said part ies
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It is agreed between the
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THIS GRANT is intend
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It is agreed by the partie
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IN WITNESS WH
written.

STATE OF   KANSAS   } ss.
COUNTY OF   DOUGLAS

BE IT REMEMBERED, That on this   27th   day of   August   A. D. 19 35 , before me, a
_____ Notary Public   in the aforesaid County and State, came Katie Lee Halberg and
J. A. Halberg, her husband
to me personally known to be the same person s 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   19 36 .

(SEAL)

I. C. Stevenson   Notary Public.

STATE OF   Kans
COUNTY OF   Doug

(SEAL)

I, the undersigned
to enter the discharge of t

This Release
was written
on the original
Mortgage
_____ entered
this 26 day
of May
1937

Harold A. Beck
Reg. of Deeds.

Deputy

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   25   day of   May   1937
Lawrence Building & Loan Assn.
George B. Foster Pres.
Mortgagee.   Owner.

(Corp. Seal) I. C. Stevenson
Secy.