Receiving No. 1176

Reg. No. 278
Fee Paid, $6.00

MORTGAGE RECORD 80

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ___17___ day of
September A.D. 19 35 , at 3:30 o'clock P. M.

Harold A Beck
Register of Deeds.

By _____ Deputy.

Lawrence

THIS INDENTURE, Made this ___twelfth___ day of ___September___, in the year of our Lord, one thousand nine hundred and ___thirty five___ between ___A B Mitchell and Edna Mitchell, his wife___

of ___Lawrence___ in the County of ___Douglas___ and State of ___Kansas___ part ies of the first part, and ___The Lawrence Building and Loan___ part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
___Twenty three hundred fifty four and 95/100 - - - - - - -___ 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 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:

The west one-half of Lots Three (3) and Four (4) in Block Nine (9) Lane's First
Addition to 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 part 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 seised 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 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 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 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 part 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 three hundred fifty four and 95/100 -___ DOLLARS,
according to the terms of ___one___ certain written obligation for the payment of said sum of money, executed on the ___12th___ day of ___September___ 19 35 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 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, ... to take possession of the said premises and all the improvements without notice, and it shall be lawful for the said part y of the second part ... 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 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 overplus, if any there be, shall be paid by the part y 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 s the day and year last above written.

A. B. Mitchell (SEAL)

Edna Mitchell (SEAL)

(SEAL)

(SEAL)

STATE OF ___Kansas___
COUNTY OF ___Douglas___ } ss.

BE IT REMEMBERED, That on this ___16th___ day of ___September___ A. D. 19 35 , before me, a
___Notary Public___ in the aforesaid County and State, came
___A B Mitchell and Edna Mitchell, 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.

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

(SEAL) My commission expires on the ___18th___ day of ___October___ 19 36

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 ___28th___ day of ___August___ 19 37

Lawrence Building + Loan Assn
George O. Foster President
Mortgagee. Owner.

This Release was written on the original Mortgage entered this 19 day of July 19 37

Harold A Beck
Reg. of Deeds.
Ruth Nelson
Deputy

(Corp Seal) I. C. Stevenson
Secy.

Lawrence

THIS INDENTURE, Made Thirty
hundred and _____
___a single man,___

of ___Los Angeles___
parties of the first par

WITNESSETH, T
___Fourte___
which is hereby acknowle
following described real e

Lot

STATE OF KANSAS
Douglas County
BE IT REM
Notary Public
known to me to
acknowledged t

IN WITNES
and year last

(SEAL) My C

with the appurtenances and
And the said part ies of
of a good and indefeasible estate

and that they will warrant and d
It is agreed between the p
said real estate when the same be
as shall be specified and directed
said part y of the first part sh
said taxes and insurance, or either
fully repaid.
THIS GRANT is intended
___Fourte___
according to the terms of ___one___
and by ___its___ terms m
money advanced by the said part
shall fail to pay the same as prov
And this conveyance shall
or any obligation created thereby,
the buildings on said real estate ar
and all of the obligations provided

without notice, and it shall be law
thereon in the manner provided by
prescribed by law and out of all m

there, be, shall be paid by the part
It is agreed by the parties
and be obligatory upon the heirs,

IN WITNESS WHE
written.

STATE OF ___Cali___
COUNTY OF ___Lo___

(SEAL)

I, the undersigned owner
to enter the discharge of this

By L. E. Eby
Secretary