

MORTGAGE RECORD 80

Reg. No. 304
Fee Paid, \$1.50

Receiving No. 1269

Receiving No.

FROM

Lawrence T Harris and wife
TO

The LAWRENCE BUILDING AND LOAN ASSOCIATION

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of October A. D. 1935, at 11:30 o'clock A. M.

By *Harold A. Eby* Register of Deeds
Deputy.

THIS INDENTURE, Made this Fourth day of October, in the year of our Lord, one thousand nine hundred and Thirty-five, between Lawrence T. Harris and Leona Harris, 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 Six Hundred and no/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:

The South Fifty (50) feet of Lot One (1)
in Lindley's Addition, an Addition to the
City of Lawrence.

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 they are the lawful owner of the premises above granted, and that 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 thereon.
It is agreed between the parties hereto that the part 100 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 to the extent of its interest. And in the event that said part 100 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 Six Hundred and no/100 - - - - - DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of October 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 100 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 retained 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, and the whole sum remaining unpaid, 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 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 making such sale, on demand, to the first part 100.

It is agreed by the parties hereto that the terms and provisions of this indenture and such and every obligation therein contained, and all benefits accruing therefrom shall extend and run 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 hands and seal the day and year last above written.

Lawrence T. Harris (SEAL)
Leona Harris (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 4th day of October A. D. 1935, before me, a notary public in the aforesaid County and State, came

Lawrence T. Harris and Leona Harris, his wife
to me personally known to be the same person as 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 21st day of April 1938.

L. E. Eby 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 12th day of March, 1942.

(Copied) The Lawrence Building and Loan Association
by L. E. Eby Secretary
by H. C. Brinkman Vice President

This Mortgage was written on the original Mortgage entered this 2nd day of March 1935.

Harold A. Eby
Reg. of Deeds

Ethel

Peoples Sta

THIS INDENTURE
hundred and thirty
John Solon Albach
Irene Albach O
parties of the first part

WITNESSETH, Twenty

which is hereby acknowledged
following described real
65 on Massachusetts

STATE OF NEBRASKA
ALBACH AND JOHN S
ETHEL LINDBERG ET
WITNESS

State of Missouri
Albach Olson and
from Ethel Lindber
Witness
(SEAL) My Commi

State of Missouri
Albach Lindberg al
gave from Ethel L
and dead. Witness

(SEAL) My commi

State of Maryland
ALBACH and ELLEN
Lindberg, et al,
Witness

(SEAL) My Commi

with the appurtenances and
And the said part 100
of a good and indefeasible estate

and that they will warrant and
It is agreed between the parties
said real estate when the same be
as shall be specified and directed
said part 100 of the first part
said taxes and insurance, or either
fully repaid.

THIS GRANT is intended

according to the terms of ONE
and by its terms
money advanced by the said part
shall fail to pay the same as pro

And this conveyance shall
or any obligation created thereb
the buildings on said real estate
and all of the obligations provide
without notice, and it shall be la
thereon in the manner provided
prescribed by law and out of al
they be, shall be paid by the pa
It is agreed by the parties her
and be obligatory upon the heirs

IN WITNESS WH
written.

Ethel
Emil
Irene
Axel

STATE OF
COUNTY OF

I, the undersigned ow
to enter the discharge of th

(Copy)