

FROM

STATE OF KANSAS, DOUGLAS COUNTY. ss

A. D. 1935, at 2:50 o'clock P. M.
Harold A. Beck
 Register of Deeds

By _____ Deputy _____

of **Lawrence** in the County of **Douglas** and State of **Kansas**
parties of the first part, and **The Lawrence Building and Loan Association**

WITNESSETH, That the said part 165 of the first part, in consideration of the sum of Twenty-five Hundred Thirty-four and 05/100 ----- 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 South Ten (10) Feet of Lot Sixty-one (61) and all of Lot Sixty-three on Connecticut St. in the City of Lawrence.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners S. of the premises above granted, and seized of a good and indisponible 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 proceeds of the first party shall at all times during the life of said insured, pay all taxes or amounts that may be levied or assessed against said estate when the same become due and payable, and that they shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company or companies as shall be directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said proceeds of the first party shall 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 the same taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this mortgage, and shall bear interest at the rate of 10% from the date payment may be required to be made.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twenty-five Hundred Thirty-four and 03/100 DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 6th day of November 1935

paying to the terms of none certain written obligation for the payment of said sum of money, executed on the 10th day of January 1984 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 103 of the first part shall fail to pay the same as provided in this indenture.

and this conveyance shall be void if no 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 said real estate be not paid when the same become due and payable, or if the insurance be 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 shall be lawful for the said part Y of the second part to take possession of the said premises and all the improvements

to take possession of the said premises and to receive the rents and profits thereof, in the manner prescribed 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 said ~~108~~making such sale, on demand to the first party ~~108~~.

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 parties of the first part have hereunto set their hands and seal on the day and year last above written.

Fred W. Johnson (SEAL)

Fred W. Johnson (SEAL)

Alice Johnson (SEAL)

(Seal)

(Seal)

STATE OF..... KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 8th day of November A. D. 19 35, before me, a notary public in the aforesaid County and State, came Fred W. Johnson and

Alice Johnson, 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.

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 25th day of January, 1945.

L. E. Eby
Secretary

(Conf. Seal)

The Lawrence Building and Loan Association
E. S. Heatherby Vice President

This release
was written
in the original
mortgage
into 26
at Jan
1948
Herald A. B.