

Reg. No. 408

Fee Paid, \$ 0.75

FROM

Marguerite Harris
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY ss.

This instrument was filed for record on the 16 day of December A. D. 1935, at 2:35 o'clock P. M.

By

Deputy.

THIS INDENTURE, Made this 14th day of December, 1911, in the year of our Lord, one thousand nine hundred and thirty-five between Marguerite Harris and George T. Harris, her husband

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building & Loan Assn.

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ part y of the second part.
Three Hundred Fifty 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:

Lot No. Eighteen (18), Block No. Six (6) in Homewood Gardens, a Sub-division in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 106 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 2.00 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 5.00 of the second part, the loss, if any, made payable to the part 5.00 of the second part to the extent of its interest. And in the event that part 5.00 of the second 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 1.00 of the second part may purchase fire and tornado insurance, or either, and the amount so paid shall become a part of the indenture, secured by this indenture and shall bear interest at the rate of 10% from the date of payment until fully paid.

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

Three Hundred Fifty and no/100 - - - - - DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 14th day of December 1955

According to the terms of Article 1 certain written obligation, for the payment of said sum of money, executed on the 22nd day of March 1964 and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this Indenture.

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, together with interest thereon, shall become due and payable at once, and the holder hereof shall be entitled to enforce the same by legal proceedings, 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 ✓ 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 ies.

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

Written. Marguerite Harris (SEAL)

Marguerite Harris (SEAL)

George T. Harris (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 14th day of December A. D. 1935, before me, a

notary public in the aforesaid County and State, came

Marguerite Harris and George T. Harris, her husband

to me personally known to be the same person 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 27 day of April 1938 William A. Ross

J. C. Stevenson
Secy (Corp. Seal)

1938
Lawrence Building & Loan Assoc.
E. S. Weatherly, Vice Pres.
Mortgagee. Owner

Answer:

This Release
was written
on the original
mortgage.
entered
this 22nd day
of April
1938
Harold A.
Rep. of Deeds