

## MORTGAGE RECORD 80

Reg. No. 617/

Fee Paid, \$1.75

Receiving No. 2377

Receiving No. 2

FROM

Anna M Coe and C. A. Coe  
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of May A. D. 1936, at 10:58 o'clock A. M.

By *Harold A. Beck* Deputy.

Register of Deeds.

THIS INDENTURE, Made this twenty third day of May, in the year of our Lord, one thousand nine hundred and thirty six between C A Coe and Anna M Coe, 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 Seven hundred fifty ----- 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:

A part of the South east quarter of Section 31, Township 12 Range 20 described as follows: Commencing at a point where the east line of Connecticut Street intersects the south line of Adams, now 14th, Street, in the city of Lawrence, thence south along the east line of Connecticut St 50 ft, thence east parallel with the south line of Adams, now 14th, Street and through the center of a well 117 feet, thence north 50 ft, to the south line of Adams, now 14th, Street, thence west along the south side of said street to point of beginning

with the appurtenances and all the estate, title and interest of the said part ies 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 of the premises above granted, and none of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

and that they warrant and defend the same against all parties making lawful claim thereon.

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 upon 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 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 and fully repaid.

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

Seven hundred fifty ----- DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 23rd day of May 1936 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 provided, 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 shall be lawful for the 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 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 have hereunto set their hand and seals the day and year last above written.

Anna M. Coe (SEAL)

C. A. Coe (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
County of Douglas } ss.

BE IT REMEMBERED, That on this 23rd day of May A. D. 1936, before me,

Notary Public in the aforesaid County and State, came

Anna M Coe and C A Coe, 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 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 15th day of August, 1936.

L. E. Ely  
Asst. Secy.

copy

Lawrence Building & Loan Assn  
George O. Foster Pres

Comm.

Lawrence Bldg.

THIS INDENTURE,  
hundred and thirty-six

of Kansas City  
part y of the first part, and

WITNESSETH, That  
Eight Hundred and  
which is hereby acknowledged  
following described real estate

Lots  
Lawrence

with the appurtenances and all

And the said part y of the  
of a good and indefeasible estate of in

and that they warrant and defend

It is agreed between the parties  
said real estate when the same becomes  
as shall be specified and directed by the  
said part y of the first part shall in  
said land and insurance, or either, and  
fully repaid.

THIS GRANT is intended as a

according to the terms of ONE

and by its terms made pay

money advanced by the said part y

shall fail to pay the same as provided

And this conveyance shall be void  
or any obligation created thereby, or if  
the buildings on said real estate are not  
and all of the obligations provided for in

without notice, and it shall be lawful for

therein in the manner provided by law  
prescribed by law and out of all moneys

there be, shall be paid by the part y

It is agreed by the parties hereto  
and be obligatory upon the heirs, exec

IN WITNESS WHEREOF

written.

STATE OF Kansas  
County of Douglas

(SEAL)

I, the undersigned owner of  
to enter the discharge of this mo

(copy) L. C.

This Release  
was written  
on the original  
Mortgage  
and is  
filed  
in the  
Register  
of Deeds  
of Douglas  
County,  
Kansas  
this 15th day  
of August  
1936.

Harold A. Beck  
Reg. of Deeds,  
Douglas Co.,  
Kansas