

## MORTGAGE RECORD 80

Reg. No. 985

Fee Paid, \$4.25

Receiving No.

FROM  
 Clarence A. Glead  
 TO  
 Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 15 day of  
 February A. D. 1937, at 4:00 o'clock P. M.  
*Nash A. Beck*  
 Register of Deeds  
 By Deputy.

THIS INDENTURE, Made this 15th day of February, in the year of our Lord, one thousand nine hundred and thirty-seven between Clarence A. Glead and Pearl L. Glead, his wife

of Lawrence in the County of Douglas and State of Kansas  
 part 1st of the first part, and The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seventeen 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:

Beginning One Hundred Fifteen and one-half (115½) feet East and Thirty (30) feet South of the Northwest corner of Section Seven (7), Township Thirteen (13), Range Twenty (20); thence East Fifty (50) feet; thence South One Hundred (100) feet; thence West Fifty (50) feet; thence North One Hundred (100) feet to place of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 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 therein.

It is agreed between the parties hereto that the part 1st 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 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 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 1st 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 ----- DOLLARS  
 Seventeen Hundred Fifty and no/100 -----  
 according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 15th day of February A. D. 1937, 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 1st of the first part shall fail to pay the same as provided in this indenture.

And the covenantee 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 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 provided 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 1st of the first part, on demand, to the first parties.

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 1st of the first part have hereunto set their hands and seal the day and year last above written.

Clarence A. Glead (SEAL)

Pearl L. Glead (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
 COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 15th day of February A. D. 1937, before me, a notary public in the aforesaid County and State, came Clarence A. Glead and Pearl L. Glead, 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.

(SEAL) My commission expires on the 15th day of October 1940.

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 29th day of Sept. 1937.

(Copied) L. E. Ely, Secy.

Lawrence Building & Loan Assn.  
 Mortgagee  
 George O. Foster President

This instrument was written on the original Mortgage entered this 15th day of February 1937.  
*Nash A. Beck*  
 Reg. of Deeds.

The Lawrence B

THIS INDENTURE  
 hundred and thirty.

of Lawrence  
 part Y of the first part.

WITNESSETH, T  
 Nine  
 which is hereby acknowledged  
 following described real estate

Lot One hundred  
 in Earl's Addition  
 Begin Twenty (2)  
 quarter of Section  
 Roda, North Fif  
 place of beginning  
 known as North

with the appurtenances and

And the said part Y of  
 of a good and indefeasible estate

and that they will warrant and defend

It is agreed between the parties hereto that the part 1st 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 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 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 1st 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.

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 Nin  
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And the covenantee 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 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 provided 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 1st of the first part, on demand, to the first parties.

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IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hands and seal the day and year last above written.

STATE OF Kansas  
 COUNTY OF Douglas ss.

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 29th day of Sept. 1937.

(Copied) L. E. Ely, Secy.

Lawrence Building & Loan Assn.  
 Mortgagee  
 George O. Foster President