

MORTGAGE RECORD 80

FROM
Art Watkins et ux
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 11 day of June A. D. 19 37, at 11:05 o'clock A. M.
Narold B. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this tenth day of June, in the year of our Lord, one thousand nine hundred and thirty seven between Art Watkins and Minnie Watkins, 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

WITNESSETH, That the said part ies of the first part, in consideration of the sum of 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:

Beginning One hundred seventy five (175) feet east of the northwest corner of Block Eleven (11) in North Lawrence, thence south One hundred forty two and one-half (142½) feet thence east forty eight (48) feet, thence north One hundred forty two and one-half (142½) feet, thence west forty eight (48) feet to place of beginning, all in North Lawrence, a part of the city of Lawrence

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

And the said part ies 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 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 therein.

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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three hundred fifty and no/100 ----- DOLLARS, something to the terms of. ONE certain written obligation, for the payment of said sum of money, executed on the 10th day of June 19 37 and by its terms to be 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 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 certain sum shall be paid in such 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 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 taxes on said real estate are not kept up 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, shall be due and payable immediately to the part y of the second part, and the part ies of the first part shall be bound to pay the same 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 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 run 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 seal s the day and year last above written.

Art Watkins (SEAL)

Minnie Watkins (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 10th day of June A. D. 19 37, before me, a

Notary Public in the aforesaid County and State, came

Art Watkins and Minnie Watkins, 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 19 40.

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 21st day of December 1937

(Corp. Seal)

I. C. Stevenson

December 21st 1937

George D. Thompson

Mortgage

Owner

This Release was written on the original mortgage and entered this 21st day of December 1937

Narold B. Beck
Reg. of Deeds

The Lawrence

THIS INDENTURE hundred and thirty

of Lawrence parties of the first part

WITNESSETH, Three hundred which is hereby acknowledged following described real

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And the said part ies of a good and indefeasible estate

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 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 until fully repaid.

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

something to the terms of. ONE certain written obligation, for the payment of said sum of money, executed on the 10th day of June 19 37 and by its terms to be 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 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 certain sum shall be paid in such 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 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 taxes on said real estate are not kept up 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, shall be due and payable immediately to the part y of the second part, and the part ies of the first part shall be bound to pay the same 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 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 run 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 seal s the day and year last above written.

Art Watkins (SEAL)

Minnie Watkins (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 10th day of June A. D. 19 37, before me, a

Notary Public in the aforesaid County and State, came

Art Watkins and Minnie Watkins, 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 19 40.

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 21st day of December 1937

(Corp. Seal)

I. C. Stevenson

December 21st 1937

George D. Thompson

Mortgage

Owner