

Receiving No. 4598

MORTGAGE RECORD 80

Reg. No. 1134

Fee Paid, \$ 5.50

FROM

John W. Brand
TO

Lawrence Bldg., & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of
July A. D. 1937, at 2:30 o'clock P. M.

Narvel A. Eby

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 13th day of July
hundred and thirty-seven between
John W. Brand and Catharine S. Brand, 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 parties of the first part in consideration of the sum of
Twenty-two hundred 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 party of the second part, the
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point Seven Hundred Ninety-six and 3/10 feet north, and Twenty-nine and 8/10
feet east of the Southwest corner of the Southeast Quarter of Section Six (6); Township
Thirteen (13); Range Twenty (20); thence North Seventy-two (72) feet; thence East Three
Hundred (300) feet; thence South Seventy-two (72) feet; thence West Three Hundred (300)
feet to place of beginning, containing one-half acre more or less and known as 2114 Barker
Ave. 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 owner of the premises above granted, and seized
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 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 of the second part, the loan, if any, made payable to the part of the second part to the extent of its interest. And in the event that
said parties 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 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

Twenty-two Hundred and no/100 -----

DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 13th day of July 1937

and by its terms made payable to the part 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 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 parties 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 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 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 the 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 party of the second part to take possession of the said premises and all the improvements thereon and to sell the same, together with the proceeds of the sale thereof, to satisfy the said debt and interest, 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
then be, shall be paid by the part making such sale, on demand, to the first part.

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 hand and seal the day and year last above written.

John W. Brand

(SEAL)

Catharine S. Brand

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 13th day of July A. D. 1937, before me, a
notary public in the aforesaid County and State, came

John W. Brand and Catharine S. Brand, his wife

to me personally known to be the same persons 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 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 2nd day of Sept. 1937.

(Cof. Seal)

L. E. Eby, Secy.

George C. Foster
PresidentLawrence Building & Loan Assn.
Mortgagee.

This Release
was written
on the original
mortgage
this 2nd day
of Sept. 1937
Narvel A. Eby
Reg. of Deeds.