MORTGAGE RECORD 80

Receiving No. 4665

Reg. No. 1152
Fee Paid, $ 0.50

1

Binfords Woodworth Stationery Co., Kansas City, Mo. 67846

FROM

Edwin J. Logsdon

TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ___26___ day of

___July___ A. D. 19 37 , at 3:30 o'clock P. M.

Harold A. Stock

Register of Deeds

By _____ Deputy.

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THIS INDENTURE, Made this ___24th___ day of ___July___, in the year of our Lord, one thousand nine hundred and ___thirty-seven___ between ___Edwin J. Logsdon and Venus L. Logsdon, 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___ parties of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of ___Two Hundred and no/100 - - - - - -___ parties of the second part.

_____ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Begin at a point 210 feet North of the Intersection of the North line of Henry (Now 8th) Street with the West line of Illinois Street; thence North 40 feet; thence West 117 feet; thence South 40 feet; thence East 117 feet to place of beginning, being in the Northeast Quarter of the Northeast Quarter of Section 36, Township 12, Range 19 in 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except a mortgage to the Lawrence Bldg. & Loan Assn. of $2000.00

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 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 against said real estate when the same becomes due and payable, and that ___ 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 firs 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 party 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 ___

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 ___24th___ day of ___July___ 19 37 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 ies 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 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 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 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 overplus, if any there be, shall be paid by the part ___ 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 ha ve hereunto set their hand and seal the day and year last above written.

Edwin J. Logsdon ___ (SEAL)

Venus L. Logsdon ___ (SEAL)

___ (SEAL)

___ (SEAL)

STATE OF ___Kansas___

COUNTY OF ___Douglas___ } ss.

BE IT REMEMBERED, That on this ___24th___ day of ___July___ A. D. 19 37 , before me, a ___ Notary Public ___ in the aforesaid County and State, came ___ Edwin J. Logsdon and Venus L. Logsdon, 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.

(SEAL)

My commission expires on the ___16th___ day of ___October___ 19 40 .

I. C. Stevenson

Notary Public.

This Release was written on the original Mortgage entered this 1st day of July 1939 Harold A. Stock Reg. of Deeds

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorise the Register of Deeds to enter the discharge of this mortgage of record. Dated this ___1st___ day of ___ 1939

Lawrence Building & Loan Assn.
L. E. Day Vice-Pres.
Mortgagee.

I. C. Stevenson
(Corp Seal) Sec.

Owner.