

Receiving No. 4670

## MORTGAGE RECORD 80

Reg. No. 1153  
Fee Paid, \$2.50

Receiving No. 4670

FROM

Elmer E. Bircher  
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of July A. D. 1937, at 3:35 o'clock A. M.

By *Harold A. Steep* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this twenty-seventh day of July, in the year of our Lord, one thousand nine hundred and thirty-seven between Elmer E. Bircher and Clara Bircher, 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 One Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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:

The West One-half of Lot Seventy-seven (77) and all of Lot Seventy-nine (79) and the West Seventy-five (75) feet of Lot One Hundred thirty-eight (138) all in Block Forty-two (42) in that part of the City of Lawrence known as West 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 S. of the premises above granted, and sold 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 parties 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 y of the second part, the loan, 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 y 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 One Thousand and no/100 DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 27th day of July 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 y of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 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 of the second part to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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.

Elmer E. Bircher (SEAL)

Clara Bircher (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 27th day of July A. D. 1937, before me, a notary public in the aforesaid County and State, came

Elmer E. Bircher and Clara Bircher, 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.

(SEAL) 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 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 1st day of Oct, 1937.

(Copy) L. E. Ely, Leg.

Lawrence Building & Loan Assn.  
By: O. F. Smith, President

Owner.

This Release was written on the original Mortgage entered this 1st day of October 1937.

Harold A. Steep  
Reg. of Deeds

Geraldine O. Power

The First National

THIS INDENTURE hundred and thirty

d. Lawrence parties of the first part.

WITNESSETH, That Six Thousand and which is hereby acknowledged by following described real estate

The South feet of L

Lot Number

The South Street in

with the appurtenances and

And the said parties 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 sold 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 parties 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 y of the second part, the loan, 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 y 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 Six Thousand and no/100 DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 27th day of July 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 y of the first part shall fail to pay the same as provided in this indenture.

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

STATE OF KANSAS  
COUNTY OF DOUGLAS

(SEAL)

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 1st day of Oct, 1937.

(Copy)