

Receiving No. 4777

# MORTGAGE RECORD 80

Reg. No. 1165  
Fee Paid, \$ 15.00

FROM

Carl E. Sneegas  
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of August A. D. 19 37, at 4:35 o'clock P.M.

*Harold A. Beck*

By *Ruel Neldow* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 20th day of August, 1937, between Carl E. Sneegas and Mabel Alice Sneegas, his wife, and Lawrence Bldg. & Loan Assn., 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 parties of the first part, in consideration of the sum of Six Thousand and no/100 DOLLARS, to which is hereby acknowledged, has 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:

Lot Fifty-one (51) on New Hampshire St. in the City of Lawrence, also

Beginning at a point on the South line of the North sixty acres of the Southeast quarter of Section 35, Township 12, Range 19, 100 rods West of the Southeast corner of the said sixty acres; thence North along said Eastern boundary, 100 rods to the Eastern boundary of said North boundary of said 60 acres 60 rods; thence North 10 2/3 rods to said North boundary; thence South along said North boundary 100 rods to the Northwest corner of said 60 acres; thence East 60 rods to the place of beginning, containing 36 acres, more or less.

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 owners of the premises above granted, and seized of 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 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 party of the second part, the loss, if any, made payable to the party 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 party 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

Six Thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of August 19 37 and by its terms made payable to the party 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 the covenants 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 water 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 party 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, then to be paid by the party making such sale, 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 parties of the first part have hereunto set their hand and seal the day and year last above written.

Carl E. Sneegas (SEAL)

Mabel Alice Sneegas (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 20th day of August A. D. 19 37, before me, a notary public in the aforesaid County and State, came

Carl E. Sneegas and Mabel Alice Sneegas, his wife

to me personally known to be the same persons 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 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 4th day of September, 1941.

By R. E. Eby Secy.  
(C. E. Sneegas)

The Lawrence Building and Loan Association  
By George O. Foster Pres.

Mortgage. Owner.

This Release was written on the original Mortgage entered this 4th day of September 1941  
*Harold A. Beck*  
Reg. of Deeds