

Receiving No. 5132

## MORTGAGE RECORD 80

Reg. No. 1270

Fee Paid, \$3.50

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of

November

A. D. 19 37, at 11:00 o'clock A. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 30th day of October, in the year of our Lord, one thousand nine hundred and thirty-seven, between Myra Hobbs and E.M. Hobbs, her husband; Charles E. Harrell and Cassie Harrell, his wife; Sadie Tarpy, and Martin Tarpy, her husband; Ethel Jensen and Andrew Jensen, her husband; George Hout and Catherine Hout, his wife; Belle Dailey, a single woman 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 1es of the first part, in consideration of the sum of Fourteen Hundred and no/100 - - - - - DOLLARS, to them which is hereby acknowledged, ha ve 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:

The East One-half of the Northeast Quarter of Section 27, Township 13, Range 18, East.

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 seized 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 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 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

Fourteen Hundred and no/100 - - - - - DOLLARS,

amounting to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 30th day of October 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 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 covenant 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 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 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 y making such sale, on demand, to the first part 1es.

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 1es of the first part ha ve hereunto set their hand and seal s the day and year last above written.

Ethel Jensen	Myra Hobbs	(SEAL)
Andrew Jensen	E.M. Hobbs	(SEAL)
George Hout	Charles E. Harrell	(SEAL)
Catherine Hout	Cassie Harrell	(SEAL)
Mrs. Belle Dailey	Sadie Tarpy	(SEAL)
	Martin Tarpy	(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 30th day of October A. D. 19 37, before me, a

notary public

in the aforesaid County and State, came Myra Hobbs and E.M. Hobbs, her husband; Charles E. Harrell and Cassie Harrell, his wife; Sadie Tarpy, and Martin Tarpy, her husband; Ethel Jensen and Andrew Jensen, her husband; George Hout and Catherine Hout, his wife; Belle Dailey, a single woman, to me personally known to be the same person s who executed the foregoing instrument and they 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 6th day of December 19 40.

Carroll

attest: L. E. Gley

Secretary

The Lawrence Building and Loan Association

By H. E. Becker Vice Pres.

Owner.

This release was written on the original mortgage and filed day of December 1940

Harold A. Beck  
Reg. of Deeds  
January 10, 1941