

Receiving No. 5460

# MORTGAGE RECORD 80

Reg. No. 1336

Fee Paid, \$ 1.25

FROM

E. Frances Parisa  
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of January A.D. 1936 at 2:20 o'clock P.M.

By *Harold R. Beck* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 10th day of January, 1936, between E. Frances Parisa, a single woman, in the year of our Lord, one thousand nine hundred and thirty-eight

of Lawrence in the County of Douglas and State of KENNES  
part y of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said part y of the first part, in consideration of the sum of Five Hundred and no/100 DOLLARS, to then daily paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es, 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:

Lot Eighteen (18) on Elliott Street (Now Fourth Street) in Block Thirty-nine (39) in West Lawrence in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part y of the first part therein.

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and that she is a good and lawful owner of the same, free and clear of all incumbrances.

And that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part y 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 she 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 sum, 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Five 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 10th day of January in 36 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 due 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 the 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 incurred thereby, or interest thereon, or if the taxes or 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 action, and it shall be lawful for the said part y of the second part, in the 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 thereon, and to sell the premises hereof, 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, shall be paid by the part y of the second part, making such sale, on demand, to the first part y.

It is agreed by the parties hereto that the terms and provisions of this indenture shall 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 y of the first part has hereunto set her hand and seal the day and year last above written.

E. Frances Parisa (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
County of Douglas

BE IT REMEMBERED, That on this 10th day of January A.D. 1936, before me, a notary public in the aforesaid County and State, came

E. Frances Parisa, a single woman

to me personally known to be the same person 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 10th 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 3th day of May 1944.

By R. E. Eby  
Secretary (Copied)

The Lawrence Building and Loan Association  
Mortgagee  
N. C. Brinkman Vice-Pres

This Release was written on the original Mortgage  
and is subject to the same  
Harold R. Beck  
Reg. of Deeds