

Receiving No. 5473

MORTGAGE RECORD 80

Reg. No. 1340

Fee Paid, \$ 5.00

FROM

Kathryn Barnes
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS CO. N.T.Y., ss.

This instrument was filed for record on the 17th day of
January A. D. 1938, at 3:10 o'clock P. M.By *Harold A. Stump* Register of Deeds.
Deputy.THIS INDENTURE, Made this seventeenth day of January
hundred and thirty-eight between Kathryn Barnes, a widow, in the year of our Lord, one thousand nineof Lawrence in the County of Douglas and State of Kansas
part y of the first part, and The Lawrence Building and Loan AssociationWITNESSETH, That the said part y of the first part, in consideration of the sum of part y of the second part.
Two Thousand and no/100 ----- DOLLARS, to them
which is hereby acknowledged, have sold, and by this indenture do as 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 One Hundred Seventy-two (172) and the North One-half (1/2) of Lot One Hundred
Seventy-Four on Ohio Street 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 as hereby covenant and agree that at the delivery hereof she is the lawful owner 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 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 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 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
they are paid.

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

Two 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 17th day of January 1938.

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 the covenants shall be void if such payment be made as herein specified, and the obligations contained therein fully discharged. If default be made in such payments or any part thereof
or any obligations 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,
with 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 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
then he, shall be paid by the part y of the second part, or demand, to the first part y.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 y of the first part has hereunto set her hand and seal the day and year last above

written.

Kathryn Barnes (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.

County of Douglas }

BE IT REMEMBERED, That on this 17th day of January A. D. 1938, before me, a

notary public in the aforesaid County and State, came

Kathryn Barnes, a widow who executed the foregoing instrument and duly acknowledged the execution
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 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 24th day of January 1939

(Copy Seal)

I. C. Stevenson
Mortgagee. *James*This Release
was written
on the original
Mortgage.
I entered
this 24th day
of January
1939
Harold A. Stump
Reg. of Deeds.
R. E. Eby
Mortgagee.