

MORTGAGE RECORD 80

Receiving No. 5534

Reg. No. 1354

Fee Paid, \$2.50

Receiving No. 5538

FROM

Alma E. Newhouse
TO

The Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of
February A. D. 1938, at 10:15 o'clock A. M.

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this fifth day of February, in the year of our Lord, one thousand nine hundred and thirty-eight between Alma E. Newhouse, a widow

of Lawrence in the County of Douglas and State of Kansas
party of the first part, and The Lawrence Building and Loan Association
party of the second part.WITNESSETH, That the said party 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 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 121 and the North ten feet of Lot 123 on Tennessee St. in the City of Lawrence.

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

And the said party of the first part do 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 therein.

It is agreed between the parties hereto that the party 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 party 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

One 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 5th day of February 1938and 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 party of the first part
shall fail to pay the same as provided in this indenture.And this 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 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 it 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 improvementsthereon 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 of moneys unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any
there be, shall be paid by the party making such sale, on demand, to the first party.
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 party of the first part has hereunto set her hand and seal the day and year last above
written.

Alma E. Newhouse (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 5th day of February A. D. 1938, before me, a

notary public in the aforesaid County and State, came

Alma E. Newhouse, a widow

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 14th day of October 1938I. C. Stevenson
(copy Seal) SecyGeorge L. Stevenson
Mortgagee Owner.This Release
was written
on the original
Mortgage
this 14th day
of October
1938Handwritten Release
Rep. of Deeds
DatedSTATE OF KANSAS
COUNTY OF DOUGLAS

(SEAL)

I, the undersigned owner
to enter the discharge of this m

(Corp Seal)