

Receiving No. 5555

MORTGAGE RECORD 80

Reg. No. 1370

Fee Paid \$ 1.75

FROM

Gula May Haramore
TO

The Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of February A.D. 1938, at 1:15 o'clock P.M.

By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this 15th day of February, 1938, in the year of our Lord, one thousand nine hundred and thirty-eight, between Gula May Haramore and Harry W. Haramore, her husband

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 parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 Dollars, to them 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 One Hundred Forty-one (141) on Kentucky St. in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st 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 of the premises above granted, and estate of a good and inalienable estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend to and against all parties claiming lawful claim therein.

It is agreed between the parties herein that the part 1st of the first part shall at all times during the life of the 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 sums and by such insurance company as shall be provided and directed by the part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of the interest. And in the event that said part 1st 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 2nd of the second part may pay any and all 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 6% from the date of payment until fully paid.

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

Fifteen Hundred and no/100 Dollars,

according to the terms of the written obligation for the payment of said sum of money, executed on the 15th day of February, 1938, and by its terms made payable to the part 2nd 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 2nd 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 2nd of the second part shall fail to pay the same as provided in the indenture.

And the covenants shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. It is covenanted that made in said payments or any part thereof or any obligation created hereon, or interest thereon, or if the tax, or if the insurance is not kept up as provided herein, or if said real estate are not kept up as provided herein, or if the same is committed on said premises, then the covenants shall become absolute, and to which no remedy shall be available, and the said parties of the first part, shall immediately execute and deliver the said mortgage to the part 2nd of the second part, and the covenants shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged.

It is agreed by the parties herein that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereon shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Gula May Haramore (SEAL)
Harry W. Haramore (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
County of Douglas

BE IT REMEMBERED, That on this 15th day of February A.D. 1938, before me, a notary public in the aforesaid County and State, came

Gula May Haramore and Harry W. Haramore, her husband

to me personally known to be the same person, who executed the foregoing instrument and duly 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 15th day of October 1938

J. C. Stevenson

Notary Public. This Release

Was verified on the original

on the 15th day of February 1938

at Lawrence, Kas.

Notary Public

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 17th day of April 1938

(Chas. Lee)

L. E. Ely

Lawrence Building and Loan Assn.
Carroll F. Fitch President

Mortgage

Notary Public