

# MORTGAGE RECORD 80

Reg. No. 1466  
Fee Paid, \$4.75

527

FROM

Arthur Johnson and Olda Johnson  
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of May A.D. 1938, at 1:50 o'clock P.M.

By *Nathan G. Starnes* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 16th day of May, 1938, between Arthur Johnson and Olda L. Johnson, his wife, in the year of our Lord, one thousand nine hundred and thirty-eight

of Lawrence in the County of Douglas and State of Kansas part 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 Nineteen Hundred and ten (\$1900.00) 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:

Lots 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, and 214 on Mill Street in the NE 1/4 of Block Eleven in that part of the City of Lawrence known as North Lawrence, and

Lots 56, 57, 58, 59, 60, and 61 all in Addition Six in that part of the City of Lawrence known as North Lawrence, and

The East one-half of Lot One hundred forty-one (141) and all of Lots One Hundred forty three (143) and One hundred forty five (145) on Locust Street in Block Three (3) in that part of the City of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said party 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 owners of the premises above granted, and owned of good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

And that they 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 becomes 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 any portion of the first part shall fail to pay such taxes when the same become due and payable and to keep said insurance 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 paid.

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

Nineteen Hundred and Ten (\$1900.00) DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 16th day of May, 1938, and 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 did 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 obligation contained therein fully discharged. If default be made in such payments or any part thereof or an 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 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 to sell the premises hereby granted, or any part thereof, 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 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 in, shall be paid by the party of the first part, making such sale, on demand, to the first party of the first part.

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 parties of the first part have hereunto set their hand and seal on the day and year last above written.

Arthur Johnson (SEAL)

Olda L. Johnson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS

BEIT REMEMBERED, That on this 16th day of May, A.D. 1938, before me, a Notary Public in the aforesaid County and State, came

Arthur Johnson and Olda Johnson, his wife to me personally known to be the same persons 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 24 day of May, 1937.

*Letty  
Secretary (comp. del)*

*The Lawrence Building and Loan Association*  
Mortgagee.  
*H.E. Brumby* President

This release was written on the original mortgage entered this 26 day of May 1947.

*Nathan G. Starnes*  
Reg. of Deeds