

Frank Gibbs and Abbie Gibbs
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of May 1938.

May A. D. 19 38, at 3:55
Harold A. Bach

By _____ Deputy

THIS INDENTURE, Made this 17th day of May, 1900, between Frank Gibbs and Annie Gibbs, his wife, Deputy.
hundred and thirty-eight, in the year of our Lord, one thousand nine

d. LAWRENCE In the County of Douglas
parties of the first part, and The Lawrence Building and Loan Association and State of Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ part y of the second part.

which is hereby acknowledged, has been 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 81 on Delaware Street and Lot No. 81 on Delaware Street in Earl's Addition in the City of Lawrence, Douglas County, Kansas,

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

And the said part 85 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 estate

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 party of the 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 will keep the buildings upon said real estate insured against fire and tornado by 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 of the second part to the extent of its interest. And in the event that any of the first part shall fail to pay such tax when the same become due and payable, and in the event that any of the second part shall fail to keep the buildings upon said real estate insured against fire and tornado by such sum and by such insurance company as shall be specified and directed by the party of the of the second part, the loss, if any, made payable to the party of the of the second part to the extent of its interest.

THE GRANT is intended as a mortgage to secure the payment of the sum of Five Hundred Dollars.

paying to the terms of \$ certain written obligation for the payment of said sum of money, executed on the 17th day of Nov 1944

According to the terms of 8 certain written obligation for the payment of said sum of money, executed on the 17th day of May 1938
by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obli-
gation, 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 to herein provided, in the event that said part 5.82 the first part
did fail to pay the same as provided in this obligation.

[illegible]

It is agreed by the parties hereto that the terms and conditions of this lease shall be as follows: That the lessor shall be paid by the lessee, at the time of the sale, the sum of \$10,000.00, and the balance of the purchase price of the property, together with the costs and charges incident thereto, and the surplus, if any, shall be paid by the lessee, at the time of the sale, to the first party.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand^s and seal s the day and year last above

Frank Gibbs

Abbie Gibbs SEAL

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STATE OF KansasCOUNTY OF Douglas

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

Notary Public _____ in the aforesaid County and State, _____

Frank Gibbs and Abbie Gibbs, his wife

to me personally known to be the same person, B., 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 21st day of April 1942

L.S. EGY

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 20th day of May, 1942.

(Corp. Seal)

The Lawrence Building and Loan Association

N. C. Brinkman Vice-Pres

By L. E. Eby Secretary

This Release
was written
on the original
Mortgage
entered
this 2nd day
of May
1972
J. R. [Signature]
Rep. of Court.