

Receiving No. 6189

# MORTGAGE RECORD 80

Reg. No. 1513  
Fee Paid, \$ 0.75

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
John Holladay and Fannie M. Holladay TO	This instrument was filed for record on the 23 day of June A. D. 19 38 at 9:20 o'clock A. M.
The Lawrence Building and Loan Association	By <i>Harold A. Beck</i> Register of Deeds. Deputy.

THIS INDENTURE, Made this 22nd day of June hundred and thirty-eight between John Holladay and Fannie M. Holladay, his wife, in the year of our Lord, one thousand nine

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 Three Hundred Twenty-five and 00/100 \$ - - - - - 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 No. Twenty-two (22) in Simpson's Sub-division in that part of the City of Lawrence known as North Lawrence, also, beginning at The Northwest corner of Seventh and Ash Streets in that part of the City of Lawrence known as North Lawrence, thence West Three Hundred (300) feet, thence South to the Kansas River, thence East along said river to the West line of Seventh Street, thence North to place of beginning.

with the appurtenances and all the estate, title and interest of the said parties 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 a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. 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 parties 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 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 they are paid. THIS GRANT is intended as a mortgage to secure the payment of the sum of Three Hundred Twenty-five and 00/100 \$ - - - - - DOLLARS, according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 22nd day of June 19 38, 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 shall fail to pay the same as provided in this indenture. And the mortgage 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 waste is committed on said premises, then this mortgage 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 lender hereof, without notice, and it shall be lawful for the party 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 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 there be, shall be paid by the 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.  
John Holladay (SEAL)  
Fannie M. Holladay (SEAL)

STATE OF Kansas ) ss.  
COUNTY OF Douglas )  
BE IT REMEMBERED, That on this 22nd day of June A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came John Holladay and Fannie M. Holladay his wife 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 16th day of October 19 40.  
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 17th day of July 19 42.  
By L. E. Eddy (SEAL) Attorney (Corp. Seal)  
Lawrence Building and Loan Association  
S. S. Westchick Vice-President  
Mortgage. Caster.

This Release was written on the original Mortgage entered this 21st day of July 19 42  
Harold A. Beck  
Reg. of Deeds.