

Receiving No. 6204

## MORTGAGE RECORD 80

Reg. No. 1516

Fee Paid, \$ 4.50

FROM

Walter Palmateer, et al  
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of  
June A. D. 1938 at 1:40 o'clock P. M.

By

Harold A. Beck  
Register of Deeds.  
Deputy.THIS INDENTURE, Made this 23rd day of June  
hundred and thirty-eight between  
Walter Palmateer and Mabel Palmateer, his wife, and Nettie Palmateer, a widowof Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence Building and Loan AssociationWITNESSETH, That the said parties of the first part, in consideration of the sum of  
Eighteen Hundred 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:Commencing at the Northwest corner of Block Eleven (11), in that part of the City of Lawrence  
formerly known as North Lawrence; thence running east one hundred (100) feet; thence south one  
hundred thirty-eight (138) feet; thence west one hundred (100) feet; thence north one hundred  
thirty-eight (138) feet to the place of beginning, in 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 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 extent  
of 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 thereon.

It is agreed between the parties hereto that the part 1st 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 part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of its 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  
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

Eighteen Hundred and 00/100 - - - - - DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 23rd day of June 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 1st 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 waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid,  
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 part 2nd 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  
permitted 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 he, shall be paid by the part 2nd of the second part making such sale, on demand, to the first part 1st.

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.

Walter Palmateer (SEAL)

Mabel Palmateer (SEAL)

Nettie Palmateer (SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.BE IT REMEMBERED, That on this 23rd day of June A. D. 1938, before me, a  
notary public in the aforesaid County and State, cameWalter Palmateer and Mabel Palmateer, his wife and Nettie Palmateer, a widow  
well personally known to be the same person as 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.

(SEAL)

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 15th day of April, 1940.Albert  
R. E. Shy  
SecretaryThe Lawrence Building & Loan Association  
W. B. Lawrence, PresidentThis release  
was written  
on the original  
mortgage  
entered  
this 14th day  
of April  
1940Harold Beck  
Reg. of Deeds  
Deputy