

Receiving No. 5408

## MORTGAGE RECORD 80

Reg. No. 1554

Fee Paid, \$ 2.00

FROM

Robert Fugh and Patience Fugh, his wife  
TO

The Lawrence Building &amp; Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of  
July A. D. 1938, at 11:45 o'clock A. M.By *Harold A. Beck* Register of Deeds.  
Deputy.THIS INDENTURE, Made this twenty fifth day of July  
hundred and thirty eight between Robert F Fugh and Patience Fugh, husband and wifeof 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  
thirty two hundred fifty DOLLARS, to them duly paid, the receipt of  
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:The West Eighty (80) feet of Lot Five (5) in Stimpson's Subdivision of Reserves Four (4)  
five (5) and Six (6) in the city of Lawrence, Kansas and  
Lot Fifteen (15) in Block Thirteen (13) in University Place, an addition to the city of  
Lawrence

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 intend  
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 thereof.

It is agreed between the parties hereto that the parties of the first part shall at all time 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 each sum and by each insurance company  
as shall be specified and directed by the party of the second part, the law, 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  
fully repaid.

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

Thirty two hundred fifty and no/100 DOLLARS,  
according to the terms of ONE certain written obligation, for the payment of said sum of money, executed on the 26th day of July 1938and 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 conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. No fee shall be made in such payment or any part thereof  
or any obligation created hereby, 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, in the possession of this said promise and all of 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 anythen by, shall be paid by the party of the first part, making such sale, on demand, to the first party of the second part, in the possession of this said promise and all of 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 anyIt 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 assigns 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.

Robert F. Fugh (SEAL)

Patience Fugh (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 26th day of July A. D. 1938, before me, a  
Notary Public in the aforesaid County and State, cameRobert F Fugh and Patience Fugh, husband and wife  
to me personally known to be the same person as 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.

L. 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 13th day of August 1940.By L. E. Elby  
Secretary (Corp. Seal)The Lawrence Building and Loan Association  
H. C. Dickinson Vice-Pres

Owner.

This Release  
has been filed  
in the original  
Mortgage  
and  
this day  
at Lawrence,  
Kansas  
1940  
Harold A. Beck  
Reg. of Deeds.