

MORTGAGE RECORD 80

567

Reg. No. 1610

Fee Paid, \$ 2.25

FROM

Raiffe C Alvord and wife

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of September A. D. 19 38, at 3:10 o'clock P. M.

By *Harold A. Dick* Register of Deeds. Deputy.

THIS INDENTURE, Made this eighth day of September hundred and thirty eight between Raiffe C Alvord and Lena C Alvord his wife, In the year of our Lord, one thousand nine

of 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 Nine hundred and no/100 - DOLLARS, to them following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Six (6) in Block Twenty five (25) in University Place Annex, an addition adjoining the city of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st 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 intend a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

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 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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado 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 any such 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Nine hundred and no/100 - DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 8th day of September 19 38, 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 if 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, shall be due and payable 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, shall be paid by the part 2nd of the second 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 part 1st of the first part has hereunto set their hand and seal on the day and year last above written.

Raiffe C. Alvord (SEAL)

Lena C Alvord (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 8th day of September A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came

Raiffe C Alvord and Lena C Alvord, his wife to me 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. My commission expires on the 18th 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 12th day of September, 19 41.

By *L. E. Ely* Secretary (Cof. Seal)

The Lawrence Building and Loan Association By *George F. Smith* President Mortgage. Owner.

This Release was written on the original Mortgage entered this 12th day of September 1941. *Harold A. Dick* Reg. of Deeds.