

MORTGAGE RECORD 80

Reg. No. 1656
Fee Paid, \$ 4.50

FROM

George H. Cobb
TO

The Lawrence Bldg. & Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

October A. D. 19 38, at 10:50 o'clock A. M.

Harold A. Eby
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this eleventh day of October, in the year of our Lord, one thousand nine hundred and thirty-eight, between George H. Cobb and Hazel R. Cobb, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association

part y of the second part.

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of Eighteen Hundred Fifty and no/100 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 part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Nine (9), Ten (10) and Eleven (11) in Block Twenty-eight (28), Quivers Place less the East Sixteen (16) feet thereof in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 105 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 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 thereto.

It is agreed between the parties hereto that the part 105 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part 105 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 y 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 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 eleventh day of October 19 38

and by its terms made payable to the part y 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 y 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 105 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 charged. 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, 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 part y 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 same by public auction, and the proceeds of such sale, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 105 of the first part, on demand, to the first part 105.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 the day and year last above written.

George H. Cobb (SEAL)

Hazel R. Cobb (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 14th day of October A. D. 19 38, before me, a notary public in the aforesaid County and State, came

George H. Cobb and Hazel R. Cobb, his wife
to me personally known to be the same persons 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 19 42.

L. E. Eby

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 November 19 44.

Attest: L. E. Eby (Not. Seal) The Lawrence Building and Loan Association
Secretary by E. S. Weatherly Vice-President Mortgage Owner.

This release was written on the original mortgage

entered this 16 day of November 19 44
Harold A. Eby
Reg. of Deeds

THIS INDE

of Lawrence
parties of the first

WITNESSETH
One hundred
which is hereby acknowledged
following described real

Beginning
Street,
Eighteen
thence
of the W
place o
eighteen

with the appurtenances
And the said part 105
of a good and indefeasible estate

and that they will warrant and

It is agreed between the

said real estate when the same

which heretofore and hereafter

said part 105 of the first part

said taxes and insurance, or fully

THIS GRANT is intended

One hundred so

according to the terms of

and by its terms

money advanced by the said part

shall fail to pay the same as provided

And this conveyance shall

or any obligation created thereby

the buildings on said real estate

and all of the obligations provided

without notice, and it shall be lawful

thereon in the manner provided

purchased by law and out of all

then be, shall be paid by the part

It is agreed by the parties

and be obligatory upon the heirs

IN WITNESS WHEREOF

written.

STATE OF Kansas
COUNTY OF Douglas

(SEAL)

I, the undersigned owner
to enter the discharge of this