

Receiving No. 6849

MORTGAGE RECORD 80

Reg. No. 1859
Fee Paid, \$ 5.00

MAILING STATIONERY CO., KANSAS CITY, MO. 66101

FROM

C.T. Hough et ux
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, Ks.

This instrument was filed for record on the 27th day of
 October A.D. 1938, at 2:50 o'clock P.M.
 Harold A. Koch
 Register of Deeds
 Deputy.

THIS INDENTURE, Made this twenty seventh day of October in the year of our Lord, one thousand nine
 hundred and thirty eight, between C T Hough and Louise M Hough, 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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty four hundred 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:

Lot One Hundred nineteen (119) on Ohio Street, in the city of Lawrence Kansas

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

And the said party 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 encumbrances.

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 in 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 hazards in such amount and with such insurance company as shall be specified and directed by the part in of the second part, the sum, if any, made payable to the part in of the second part to the extent of the interest. And in the event that said part in of the first part shall fail to pay such taxes when the same become due and payable and to keep said property insured as herein provided, then the part in of the second part may pay such taxes, insurance, or other, 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

Twenty four hundred and six dollars, according to the terms of this certain written obligation, for the payment of said sum of money, executed on the 27th day of October 1938, and by the part in 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 in of the second part to pay for any insurance or to discharge any sum with interest thereon as herein provided, in the event that said part in of the first part shall fail to pay the same as provided in this indenture.

And the said party of the first part shall be liable if and payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment, or any part thereof, or any obligation created thereby, either in whole or in part, if the same be not paid when the same become due and payable, or if the indenture is broken, or any part thereof, or all of it, is violated, then the said party of the first part shall become absolute, and the other party remaining unpaid, and all of the obligations created by this indenture, or any part thereof, or any obligation created by law, or any written obligation, for the security of which this indenture is given, shall immediately become due and payable, and the holder hereof, without notice, and is entitled to sue on the part in of the second part, in this proceeding, to collect the sum and interest accruing thereon, and to set the principal debtor, created by this indenture, and all the improvements thereto, and to have and to hold the same, and to collect the sum of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, so far as the same may be paid by the part in of the second part.

It is agreed by the parties hereto that the terms and provisions of the indenture and each and every obligation therein contained, and of benefit accruing therefrom, shall extend and apply 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 in this instrument set their hands and seals the day and year last above written.

C. T. Hough (SEAL)

Louise M. Hough (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BET IT REMEMBERED, That on this 27th day of October A.D. 1938, before me, a Notary Public in the aforesaid County and State, came

C. T. Hough and Louise M. Hough his wife,
to me personally known to be the same person, 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 December 1942.

L. L. Stevenson Notary Public

This Release
was written
on the original
Mortgage
date _____
place _____
date _____
place _____
date _____
place _____

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 6th day of August 1942.

By L. E. Eg
Secretary (Corp. Se)

The Lawrence Building and Loan Association
E. S. Weatherly Vice-President
Mortgage Owner