

## MORTGAGE RECORD 80

Reg. No. 1872

Fee Paid, \$ 3.25

FROM  
O. O. Anderson  
TO  
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 2 day of November, A. D. 19 38, at 9:50 o'clock A. M.  
By *Narold A. Stevenson* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 1st day of November, in the year of our Lord, one thousand nine hundred and thirty-eight between O. O. Anderson, a single man

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

WITNESSETH, That the said part y. of the first part, in consideration of the sum of Twelve Hundred Seventy and no/100 ----- DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has 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:

Begin One Hundred Twenty Five (125) feet west of the southeast corner of Lot Eleven (11) in Block Three (3) in that part of the city of Lawrence known as South Lawrence, thence north Fifty (50) feet, thence west One Hundred Twenty Five (125) feet, thence south Fifty (50) feet, thence east One Hundred Twenty Five (125) feet to place of beginning.

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

And the said part y. of the first part do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and mind of 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 thereon.

It is agreed between the parties hereto that the part y. 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 the part y. of the second part shall 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 to the extent of their interest. And in the event that said part y. 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 Twelve Hundred Seventy and no/100 ----- DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 1st day of November 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 y. 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, 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 premises hereby granted, or any part thereof, in the manner prescribed 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 there be, shall be paid by the part y. making such sale, on demand, to the first part y.

It is agreed by the parties hereto that the terms and provisions of this indenture and such a very 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 y. of the first part has hereunto set his hand and seal the day and year last above written.

O. O. Anderson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 1st day of November A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came

O. O. Anderson a single man

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.

(SEAL) 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 24th day of October, 1940.

*H. E. Eby, Secy*  
(Conf. Seal)

*The Lawrence Building and Loan Association*  
*George O. Foster President* Mortgagee.

This Release was written on the original Mortgage entered this 1st day of November 19 38.

*Narold A. Stevenson*  
Reg. of Deeds.

Glenn E.

Lawrence Natl

THIS INDE

of Lawrence

WITNESSETH  
Five thousand  
which is hereby ackn  
following described re

Lot Tw  
Street

with the appurtenances  
And the said part y.  
of a good and indefeasible es

and that they will warrant and  
It is agreed between th  
said real estate when the same  
as shall be specified and direc  
said part y. of the first part  
said taxes and insurance, or e  
fully repaid.

THIS GRANT is inte  
Five thousand  
according to the terms of  
and by its terms  
money advanced by the said  
shall fail to pay the same as p  
And this conveyance sh  
or any obligation created ther  
the buildings on said real estat  
and all of the obligations provi  
without notice, and it shall b  
therein in the manner provide  
Prescribed by law and out of a  
there be, shall be paid by the  
It is agreed by the part  
and be obligatory upon the he

IN WITNESS WH  
written.

STATE OF KANSAS  
COUNTY OF DOUGLAS

(SEAL)

I, the undersigned o  
to enter the discharge of th

(Conf. Seal)