

Receiving No. 6976

MORTGAGE RECORD 80

Reg. No. 1699

Fee Paid, \$ 6.75

FROM

R. J. Wager et ux
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of
November A.D. 1938 at 11:20'clock A.M.

By

Harold G. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this 29th day of November
hundred and thirty eight between R. J. Wager (being the same person as Russell J. Wager)
and Elsie Wager, his 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 part y of the second part.
Twenty Seven Hundred Fifty and no/100 - - - - - DOLLARS, to them duly paid, the receipt
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:

Lot 181 (one hundred eighty-one) on Vermont Street and

Lot 184 (one hundred eighty-four) on Kentucky Street, both lots being
in the city of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 owned
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 100 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 loan, 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 100 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 paid.

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

Twenty Seven 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 29th day of November 1938and 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 100 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 and to sell the same to satisfy the debt, and to
take possession of the said premises and all the improvements thereon and to sell the same to satisfy the debt, and to take possession of the said premises and all the improvements thereon and to sell the same to satisfy the debt,It is agreed by the parties hereto that the terms and provisions of this indenture and such and every obligation therein contained, and all bonds and covenants therein 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.

R. J. Wager (SEAL)

Russell J. Wager (SEAL)

Elsie Wager (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 29th day of November A.D. 1938, before me, a
Notary Public in the aforesaid County and State, came R. J. Wager (being the same
person as Russell J. Wager) and Elsie Wager, his wifeto 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 21 day of September 1939.

M. R. Gill

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 31st day of March, 1941.by L. E. Eby
Secretary (Copied)Lawrence Building & Loan Assn.
by George O. Foster President

Mortgage.

Given.

This Release
was written
on the original
Mortgage
entered
this 1st day
of March
1941
Harold G. Beck
Reg. of Deeds.