

MORTGAGE RECORD 80

Reg. No. 1735 <
Fee Paid, \$ 0.50

FROM
Albert R. Pine et al
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, KS.
This instrument was filed for record on the 5th day of January A. D. 19 39, at 2:35 o'clock P. M.
Nard H. Stead
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this twenty seventh day of December, in the year of our Lord, one thousand nine hundred and thirty eight between Albert R. Pine and Ethel E. Pine, his wife, and C. E. Gum and Alberta Gum, his wife

of Lawrence in the County of Douglas and State of Kansas
part 105 of the first part, and The Lawrence Building and Loan Association part 7 of the second part.

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of One hundred seventy five and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. Y. sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Begin at a point Thirty eight rods and ten feet south of the northeast corner of the northwest quarter of Section nineteen, Township Twelve, Range Twenty, thence west eight rods, thence south fifty feet, thence east eight rods, thence north fifty feet to place of beginning

STATE OF Arizona } SS.
Maricopa County,

Be it Remembered, That on this 31st day of December A. D. 1938 before me O A Kane, a Notary Public in and for said County and State, came C. E. Gum and Alberta Gum to me personally known to be the same person who executed the foregoing instrument of writing, 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 April 10, 1940

O A Kane
Notary Public.

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 owners of the premises above granted, and seized 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 thereon.

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 become due and payable, and that they will 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 7 of the second part, the loan, if any, made payable to the part 7 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 7 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 One hundred seventy five and no/100 ----- DOLLARS,

according to the terms of two certain written obligations for the payment of said sum of money, executed on the 27th day of December 19 38, and by their terms made payable to the part 7 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 7 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 each 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 obligations, 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 7 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 overplus, if any there be, shall be paid by the part 7 making such sale, on demand, to the first part 105.

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 105 of the first part ha. Y. hereunto set their hand and seal s the day and year last above written.

Albert R. Pine (SEAL)

Ethel E. Pine (SEAL)

C. E. Gum (SEAL)

Alberta Gum (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 27th day of December A. D. 19 38, before me, a

Notary Public in the aforesaid County and State, came

Albert R. Pine and Ethel E. Pine, his wife to me personally known to be the same person s 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 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 28th day of June, 19 43.

By L. E. Ely (Copy Seal)
Chas. E. Gould Pres.
Mortgage. Owner.

This Release was written on the original Mortgage.

entered this 1st day of June 1943
Nard H. Stead
Reg. of Deeds.

Clyde E. Corp

THIS INDENTURE
hundred and Thir

of Lawrence
part 105 of the first

WITNESSETH
> Five Hundred
which is hereby acknowledged
following described real

Lot 30

(known

with the appurtenances

And the said part 105
of a good and indefeasible estate

and that they will warrant

It is agreed between the
said real estate when the same
as shall be specified and directed
said part 105 of the first part
said taxes and insurance, or either,
fully repaid.

THIS GRANT is intended

according to the terms of
and by its terms

money advanced by the said
shall fail to pay the same as provided
And this conveyance shall be void
or any obligation created thereby, or
the buildings on said real estate
and all of the obligations provided
without notice, and it shall be lawful
therein in the manner provided by
there 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 KAN

COUNTY OF DOU

(SEAL)

I, the undersigned
to enter the discharge of t