

DOUGLAS COUNTY

Insurance to the insurable value of the buildings to be procured and maintained by parties of the first part and policy deposited with party of the second part for its protection as its interests may appear.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Ira P. Kimble
Nell A. Kimble

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 30th day of June A.D. 1939 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ira P. Kimble and Nell A. Kimble (his wife) who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Ben H. Abels
Notary Public.

(SEAL) My Commission Expires Dec. 19, 1942

Recorded July 7, 1939 at 1:50 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 1945
Fee Paid \$2.25

Receiving No. 8127 <

MORTGAGE

THIS INDENTURE, Made this 7th day of June in the year of our Lord nineteen hundred thirty nine between Marcia Carter, a single woman, Madilene Kruse and her husband, Robert S. Kruse and Mildred L. Lindsey and William Lindsey, her husband of.....in the County of.....and State of..... of the first part, and The Douglas County Building and Loan Association of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine Hundred and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell and Mortgage to the said party of the second part its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit:

Lot No. One Hundred Eighty Three (183) on Vermont Street, in the City of Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. This grant is intended as a mortgage to secure the payment of the sum of Nine Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Paul M. Griswold
Sherman R. Buell

Marcia Carter
Madilene Kruse
Robert S. Kruse
Mildred L. Lindsey
William Lindsey
Witness as to William Lindsey
Horace D. Riegle
Muriel Graham

STATE OF Florida } ss.
Volusia County, }

Be it Remembered, That on this 30th day of June A.D. 1939 before me, the undersigned, A Notary Public in and for said County and State, came Marcia Carter, a single woman 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) NOTARY PUBLIC, State of Florida at Large
My Commission Expires June 10, 1940

Horace D. Riegle
Notary Public

This Reference is to the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 24th day of December A.D. 1939.

Attest: *The Douglas County Building and Loan Association*

This Reference is to the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 24th day of December A.D. 1939.
Attest: *The Douglas County Building and Loan Association*
Reg. of Deeds
Baker