

Receiving No. 7519 <

MORTGAGE RECORD 84

Reg. No. 1816 <
Fee Paid, \$ 0.75

Receiving

FROM
John A. Marlowe and Ida E. Marlowe, his wife
TO
The Lawrence Building and Loan Association, Lawrence
Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 28 day of
March A. D. 19 39, at 10:50 o'clock A. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 27th day of March, in the year of our Lord, one thousand nine
hundred and thirty-nine between John A. Marlowe and Ida E. Marlowe, 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
part y of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of
Three Hundred and no/100 - - - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Largin, 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:

On West three (3) feet of Lot One Hundred Thirty-seven (137), all of Lot One Hundred
Thirty-five (135) and the East three (3) feet of Lot One Hundred Thirty-three, Block
Three (3) all located on Locust Street, in North Lawrence, part of the City of Lawrence,
Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 105 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 incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties aforesaid 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 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 less, 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 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 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

Three Hundred and no/100 - - - - - DOLLARS, to them duly paid, the receipt of

according to the terms of certain written obligation for the payment of all sum of money, executed on the 27th day of March 1939,
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 parties of the first part shall fail to pay the same as provided in this indenture
And this covenant 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 covenantance
shall become absolute, and the whole very 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 on 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 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 has hereunto set their hand and seal the day and year last above

written.

John A. Marlowe (SEAL)

Ida E. Marlowe (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas

BE IT REMEMBERED, That on this 27th day of March A. D. 19 39, before me, a

Notary Public in the aforesaid County and State, came

John A. Marlowe and Ida E. Marlowe, his wife

(SEAL)

to me personally known to be the same person as 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 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 42.

by L. E. Ch
Secretary (Corp. Seal)

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

This Release
was written
on the original
Mortgage

Witnessed
this 28th day
of June
19 42
Harold A. Beck
Reg. of Deeds

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