

MORTGAGE RECORD 84

FROM
Irene M. Watkins Cline
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 10 day of April A. D. 19 39, at 11:30 o'clock A. M.
By *Harold A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 10th day of April, in the year of our Lord, one thousand nine hundred and thirty nine between Irene M. Watkins Cline and Wesley C. Cline, her husband

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 Y of the second part.

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of Six hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots One hundred fifty seven (157) and One hundred fifty nine (159) on the south side of Elm Street, in Block Twelve (12) also

The South One-half of Lots One hundred sixty, (160) one hundred sixty two (162) One hundred sixty four (164) One hundred Sixty six (166) on Mill street, all in that part of the city of Lawrence known as North Lawrence

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 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 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 Y of the second part, the loss, 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 Six hundred DOLLARS for the payment of said sum of money, executed on the 10th day of April 19 39 and by 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 such 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 the 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 the 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 hereof, together with the debts and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y of the second part, 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 on the day and year last above written.

Irene M. Watkins Cline (SEAL)

Wesley C. Cline (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas

BE IT REMEMBERED, That on this 10th day of April A. D. 19 39, before me, a Notary Public in the aforesaid County and State, came Irene M. Watkins Cline and Wesley C. Cline her husband

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 10th day of July 19 40

L. E. Eby Secretary (Copy Seal)
George O. Foster President
The Lawrence Building and Loan Association
Mortgagee.

This Release was written on the original Mortgage and was filed for record on the 10th day of July 19 40.

J. C.

The Lawr

THIS I

hundred an

of Lawr

part 105 of

WITNE

Kinetic

which is her

the following

with the app

And the

and seized of a

and that they w

It is agre

or assessed acci

such sum and b

extent of its

as herein provi

THIS GR

Kinetic

according to the

and by its

or sums of mon

said part 105.

And this

part thereof or

not kept up, as

shall become ab

immediately mat

rents and benefi

to retain the au

making such sal

It is agre

extend and inur

IN WITN

written.

STATE OF

County of

(SEAL)

I, the un

of Deeds to en