

FROM
Wesley C. Cline and Irene M. Cline
TO
The Lawrence Building and Loan Association
By _____
Register of Deeds.
Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 17 day of
May A. D. 19 39 at 3:20 o'clock P. M.
Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE Made this 16th day of May, in the year of our Lord, one thousand nine hundred and thirty-nine between Wesley C. Cline and Irene M. Cline (formerly Irene Miller Watkins), husband and 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.

I WITNESSETH That the said parties of the first part, in consideration of the sum of
Eleven Hundred and no/100 ----- 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 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:

Commencing Twenty-nine (29) rods East of the Southwest corner of the Northwest Quarter (3) of the Southwest Quarter (2), Section Twenty-nine (29), Township Twelve (12), Range Twenty (20); thence East Eleven (11) rods; thence North Thirty (30) rods, fifteen (15) feet; thence West Eight (8) rods; thence South Ten (10) rods, fifteen (15) feet; thence West three (3) rods; thence South Twenty (20) rods to beginning in that part of the city of Lawrence formerly known as North Lawrence; also

Lots One hundred fifty-seven (157) and One hundred fifty-nine (159) on the south side of Elm Street, in Block Twelve (12) 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 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 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 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
Eleven hundred and no/100 ----- DOLLARS
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 16th day of May 19 39
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 part 105 of the first part shall fail to pay the same as provided in this indenture

And this covenant shall be void if such interest 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 covenant 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 hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale 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 seals the day and year last above written.

Wesley C. Cline (SEAL)
Irene M. Cline (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 16th day of May A. D. 19 39, before me, a
Notary Public in the aforesaid County and State, came
Wesley C. Cline and Irene M. Cline, husband and wife

(SEAL)

to me personally known to be the same person, 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 12th day of March, 19 39.

L. E. Ely
Secy. (Corp. Sec)

The Lawrence Building and Loan Association
Chas. E. Louk Pres

Mortgagee. Owner.

This Release was written on the original mortgage entered this 12th day of March 19 39.

Harold A. Beck
Reg. of Deeds.

File paid in full, at 15-124