

This instrument was filed for record on the 13 day of

June A.D. 19 39, at 11:50 o'clock A. M.

By \_\_\_\_\_ Deputy \_\_\_\_\_

THIS INDENTURE, Made this tenth day of June, in the year of our Lord, one thousand nine hundred and thirty-nine between Ralph E. Gimblet and Rose B. Gimblet, his wife

of Lawrence in the County of Douglas and State of Kansas  
part 108 of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said part 108 of the first part, in consideration of the sum of Five Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he yo 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:

Lot six (6) in Addition five (5) 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 part 166 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8 of the premises above granted, and seized of a good and indefensible 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 hereto that the ies of the first part shall at all times during the life of this instrument, 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 law. If, any made, payable to the y of the second part to the extent of ies interest. And in the event that said part, ies 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 instrument, 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

Five Hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the tenth day of June 19 39 DOLLARS.

and by 178 terms made payable to the said 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 party 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 party 188 of the first part shall fail to pay the same as provided in this Indenture

And this 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, 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 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 V. . . 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 said lands, tenements, 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 surplus, if any there be, shall be paid by the said \_\_\_\_\_ to the said \_\_\_\_\_.

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 1011 of the first part has 20 hereunto set their hand and seal 3 the day and year last above written.

Ralph E. Gimblot (SEAL)

Rose E. Gimblot (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }  
County of Douglas } ss.

BE IT REMEMBERED, That on this 10th day of June A. D. 19 39, before me, a

Notary Public \_\_\_\_\_ in the aforesaid County and State, came

Ralph E. Gimblet and Rose B. Gimblet, his wife

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 10<sup>th</sup> day of October 19 40

I. C. Stevenson

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 Registrar of Deeds to enter the discharge of this mortgage of record. Dated this 5th day of Nov., 1948.

by L. E. Eby      The Lawrence Building and Loan Association      Mortgagee.      Owner.

Sec. (Corp, Ind) H. C. Drinkman Vice Pres

Aug. 1911

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...the ...

