

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

June

A. D. 19 39, at 8:10 o'clock A. M.

James E. Lawson and Evelyn Lawson

TO

Lois M. Walton

Kansas City, Mo

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 20th day of June, in the year of our Lord, one thousand nine hundred and thirty-nine between James E. Lawson and Evelyn Lawson, his wife.

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Lois M. Walton Kansas City, Missouri part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} 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 number one hundred sixty-five (165) on New Hampshire Street, in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 except a mortgage in the amount of \$200.00 in favor of Frank Kellor, Chargin, Illinois, due May 2, 1940.

It is agreed between the parties hereto that the part 108 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 insurers, currency 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 the 108 interest. And in the event that said part 108 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 One thousand and no/100 DOLLARS, according to the terms of the 108 certain written obligation, the payment of said sum of money, executed on the 20th day of June 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 part 108 of the first part shall fail to pay the same as provided in this indenture.

And the covenants 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 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 collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 part Y of the second part to the said part 108.

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 parties of the first part ha^{ve} hereunto set their hand and seal on the day and year last above written.

James E. Lawson (SEAL)

Evelyn Lawson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 24 day of June A. D. 19 39, before me, a

Notary Public in the aforesaid County and State, came

James E. Lawson and Evelyn Lawson, his wife

to me personally known to be the same persons 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.

(SEAL)

My commission expires on the 19 day of August 19 39.

Geo. D. Walter
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 4 day of Aug 19 39.

Lois M. Walton

Mortgagee Owner.

This Release
as written
as the original
Mortgage
entered
this 15 day
of August
19 39
at 11:15
A.M.
Geo. D. Walter
Notary Public
Seal