

This instrument was filed for record on the 18 day of

July A. D. 19 59 at 3:15 o'clock P. M.

2. 10. 1971

Harold L. Reed
 Register of Deeds.

J. S. Turner and Marion W. Turner, 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

WITNESSETH, That the said party 103 of the first part, in consideration of the sum of Twenty-five Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, bargained, sold and mortgaged to the said party 104 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

A strip of land 50 feet wide from North to South off the North side of Lot 4 in Block 8 running the whole length of said lot in Grand Addition to the City of Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 103 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 s 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 therein.

It is agreed between the parties hereto that the part 100 of the first part shall not 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 the sum of one and by such insurance company as shall be specified and directed by the first part of the second part, the loss, if any, net payable to the part of the second part to the extent of its interest. And in the event that said part 100 of the first part shall at any time during the life of this Indenture, fail to pay such taxes and assessments when the same become due and payable and to keep said premises insured as herein provided, then the part of the second part may pay said taxes and assessments, 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five 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 23rd day of June, 1952 and by its terms made payable to the part V 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 V 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 OS 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 this obligation containing therein truly and lawfully. 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 in force, or if the liabilities on said real estate are not kept in good repair as they are now, or if we are committed on said premises, then this conveyance shall become absolute, and the said payments shall be due and payable at once, and the said interest shall be due and payable at once, and the said taxes shall be due and payable immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party A.B.C. of the second part, then, to

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, in whole or in part thereof, in the manner prescribed by law and to use 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the first of OS.

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 haVE hereunto set their hands and seals the day and year last above written.

J. S. Turner (SEAL)

Marion H. Turner (SEAL)

(5EAL)

(SEAL)

STATE OF Iowa
County of Johnson } ss.

BE IT REMEMBERED, That on this 17 day of July A. D. 1939, before me, a Notary Public in the aforesaid County and State came

J. S. Turner & Marion W. Turner

to me personally known to be the same person S 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 4 day of July 1942.

(SEAL)

J. H. Grim 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 15th day of June, 19 40.

L.E. Eby, Secy. (Corp. Seal)

This is to certify that on this day of June, 1916,
The Lawrence Building and Loan Association
 by Harry O. Foster President Mortgagee.

This Release
was written
on the original
Mortgage :
this 15 day
of June 1940

Harold B. Bush
 Reg. of Deeds.
 Barbara D. Fink