

## MORTGAGE RECORD 84

Receiving No. 8190

Reg. No. 1954

Fee Paid, \$2.50

Receiving No.

FROM  
J. S. Turner and Marion W. Turner  
 TO  
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 18 day of  
July A. D. 19 39, at 5:20 o'clock P. M.  
Harold G. Grim  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 23rd day of June, in the year of our Lord, one thousand nine  
 hundred and thirty-nine between  
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  
 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, 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:

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 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 owners of the premises above granted,  
 and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage to the same party for  
Twenty-five Hundred and no/100 Dollars  
 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 part Y 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 law. If any, made payable to the part Y of the second part to the  
 extent of its interest. And in the event that said parties 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 1% 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 one certain written obligation for the payment of said sum of money, executed on the 23rd 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 Y 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 three 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  
 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  
 making such sale, on demand, to the first part Y.

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

J. S. Turner (SEAL)

Marion W. Turner (SEAL)

(SEAL)

(SEAL)

STATE OF Iowa  
County of Johnson ss.

BE IT REMEMBERED, That on this 17 day of July, A. D. 19 39, 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 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, 19 42.

(SEAL)

J. W. 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

(Corp. Seal)

The Lawrence Building and Loan Association  
 by George O. Turner President Mortgagee.

R. E. Coby, Surg.

This Release  
 was written  
 on the original  
 mortgage  
 entered  
 this 23rd day  
 of June, 19  
39

Harold G. Grim  
 Reg. of Deeds

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