

Receiving No. 8390 < **MORTGAGE RECORD 84**

Reg. No. 2004
Fee Paid, \$ 3.00

FPOM

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23 day of August A. D. 1939, at 3:50 o'clock A. M.

Ethel Kelly
TO
The Lawrence Building and Loan Association

By Harold G. Beck
Register of Deeds.
Deputy.

THIS INSTRUMENT, Made this 21st day of August, in the year of our Lord, one thousand nine hundred and thirty-nine, between Ethel Kelly, a widow of Lawrence in the County of Douglas and State of Kansas part Y of the first part, and The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Twelve Hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has ss and by this instrument do ss 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 One Hundred eighty-one (181) on Kentucky Street in the City of Lawrence, Kansas

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

And the said part Y of the first part ss hereby covenant and agree that at the delivery hereof she is 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 therein.

It is agreed between the parties hereto that the part Y 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 she 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 loan, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that the part Y 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 other, 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 Twelve 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 21st day of August 1939 and by its terms made payable to the 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 instrument

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, 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 instrument 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 arising therefrom; and to sell the premises hereby created, 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 instrument 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 ss hereunto set her hand and seal the day and year last above written.

Ethel Kelly (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas ss.

BE IT REMEMBERED, That on this 21st day of August A. D. 19 39, before me, a

Notary Public in the aforesaid County and State, came

Ethel Kelly

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.

(SEAL) My commission expires on the 21st day of April 19 42.

L. E. Eby
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 20th day of May, 19 47.

L. E. Eby Secretary (C. E. Seal) The Lawrence Building and Loan Assoc. Mortgagee. W. C. Brinkman Vice-President

This Release was written on the original Mortgage, entered this 21st day of August, 19 39, at Lawrence, Kansas.
Harold G. Beck
Reg. of Deeds.