

MORTGAGE RECORD 84

FROM
Frank M. Banks and Elizabeth Banks, his wife
 TO
The Lawrence Building and Loan Association
 By _____ Deputy.
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 27 day of
September A. D. 19 32, at 3:55 o'clock P. M.
Harold A. Eby Register of Deeds.
 THIS INDENTURE, Made this 26th day of September, in the year of our Lord, one thousand nine
 hundred and thirty-nine between
Frank M. Banks and Elizabeth Banks, 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 party of the second part.
 WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Fourteen Hundred 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 2nd of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South One-half (1/2) of Lot One Hundred Fifty-one (151) and all of Lot One Hundred Fifty-three
 (153) on Rhode Island Street in the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 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 thereto.

It is agreed between the parties hereto that the part 1st 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 2nd of the second part, the said part 1st of the first part shall be bound to pay the
 extent of the insurance. And in the event that said part 1st 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 2nd 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 Fourteen 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 26th day of September 1932
 and by its terms made payable to the part 2nd 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 2nd 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 1st 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, 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 2nd 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 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 2nd
 making such sale, on demand, to the part 1st of the first part.

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 1st of the first part hereunto set their hand and seal this 26th day and year last above

written.

 Frank M. Banks (SEAL)

 Elizabeth Banks (SEAL)

 (SEAL)

 (SEAL)

STATE OF Kansas
 County of Douglas ss.

BE IT REMEMBERED, That on this 26th day of September A. D. 19 32, before me, a
 Notary Public in the aforesaid County and State, came

Frank M. Banks and Elizabeth Banks, 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 31st 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 26th day of Jan. 19 44

L. E. Eby Secy The Lawrence Building and Loan Assn.
 (Corp. Seal) W. C. Brinkman, Notary Mortgagee. Cuman

This Release
 was written
 on the original
 mortgage
 entered
 this 26th day
 of Sept. 1932
 at Lawrence, Kan.
Harold A. Eby
 Reg. of Deeds