

## MORTGAGE RECORD 84

Reg. No. 2079 <  
Fee Paid, \$3.75

FROM  
Laura L. Green and Nelson Green, her husband  
 TO  
The Lawrence Building and Loan Association  
 By \_\_\_\_\_ Deputy.  
 STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 12 day of  
October A. D. 1939, at 1:20 o'clock P. M.  
Nard A. Beck  
 Register of Deeds.

THIS INDENTURE, Made this 12th day of October, in the year of our Lord, one thousand nine  
 hundred and thirty-nine between  
Laura L. Green and Nelson Green, her husband  
 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 parties of the first part, in consideration of the sum of  
Fifteen Hundred and no/100 DOLLARS, to them duly paid, the receipt of  
 which is hereby acknowledged, have sold, and by this indenture do Grant, Reassign, Sell and Mortgage to the said party 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 Four (104) on Rhode Island Street, in the City of Lawrence.

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

And the said party 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 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 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 up such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the  
 extent of their 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 party 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

Fifteen 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, and the obligation contained therein is fully discharged. If default be made in such payments or any  
 part thereof or any obligation covered 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 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 party 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 overplus, if any there be, shall be paid by the party of  
 the first part, on demand, to 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 parties of the first part have hereunto set their hand and seals \_\_\_\_\_ the day and year last above  
 written.

Laura L. Green (SEAL)

Nelson Green (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
 County of Douglas }

BE IT REMEMBERED, That on this 12th day of October A. D. 1939, before me, a  
 Notary Public in the aforesaid County and State, came  
Laura L. Green and Nelson Green, her husband,

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 1942.

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 September, 1942.

By L. E. Eby  
 Secretary (Cap. Seal)

The Lawrence Building and Loan Association  
E. S. Weatherly Vice - Pres. Mortgagee.

This Release  
 was written  
 on the original  
 Mortgage. I  
 entered  
 this \_\_\_\_\_ day  
 of \_\_\_\_\_  
 1942  
Nard A. Beck  
 Reg. of Deeds.