

FROM
C. R. Bratton and Imogene Bratton, husband and wife
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 10 day of
June A. D. 1940, at 9:40 o'clock A. M.
By *Norval A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 7th day of June, in the year of our Lord, one thousand nine hundred and forty, between
C. R. Bratton and Imogene Bratton, husband and wife

of Lawrence in the County of Douglas and State of Kansas
part 108 of the first part, and The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part 108 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 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:

The West one-half of the following described tract of land: The Northwest quarter (1/4) of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section Twenty-five (25); also a strip Three (3) rods wide off the north side of the Southwest quarter (1/4) of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section Twenty-five (25), all in Township Twelve (12) South and Range Nineteen (19) East of the Sixth Principal Meridian.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said part 108 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 release 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 thereon.
It is agreed between the parties hereto that the part 108 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, 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 this covenant 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 if the buildings on said real estate are not kept in as good repair as they are now, or if it is committed to said part Y of the second part, 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 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 Y of the second 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 part 108 of the first part have hereunto set their hand and seal the day and year last above written.
C. R. Bratton (SEAL)
Imogene Bratton (SEAL)

STATE OF Kansas } ss.
County of Douglas }
BE IT REMEMBERED, That on this 7th day of June A. D. 1940, before me, a Notary Public in the aforesaid County and State, came C. R. Bratton and Imogene Bratton, husband and wife to me personally known to be the same person as 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 day of , 19
Mortgagee Owner.

ATTEST:
Norval A. Beck Register of Deeds
J. ROSEN GALLAGHER, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a full payment of the mortgage herein recorded on the 11th day of July 1942, and that the same is duly recorded in a journal of said court on the 11th day of July 1942.
John O. Gorman Clerk District Court