

MORTGAGE RECORD 84

Rep. No. 2322
Fee Paid, \$1.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

June A. D. 1940, at 10:10 o'clock A.M.

Earl Skinner and Elizabeth Skinner, his wife
TO

The Lawrence Building and Loan Association

By Harold D. Beck Register of Deeds.
Barbara B. Fink Deputy.

THIS INDENTURE, Made this 15th day of June, in the year of our Lord, one thousand nine hundred and forty between

Earl Skinner and
Elizabeth Skinner, 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
Four 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 party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Southeast corner of the North Half of the
Northwest Quarter (4) of Section Fifteen (15), Township Twelve (12),
Range Nineteen (19), thence West along the South line of the North
half of said Quarter Section Seven Hundred Forty-six (746) feet to
an Elm Tree on bank of lake, thence North 39 degrees, East Eleven
Hundred forty (1140) feet, thence East Twenty (20) feet to the East
line of said Quarter Section, thence South Eight Hundred Ninety-five
(895) feet to place of beginning, containing about Seven and Eighty-
seven Hundredths (7.87) acres and known as Tract No. 10 on the plat of
the Eben Baldwin Estate.

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 owner S. of the premises above granted, and seized of a good and lawful 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 100 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 Earl Skinner 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 less, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 100 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 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
Four Hundred and no/100 - - - - - DOLLARS, according to the terms of 0000 - - - - - certain written obligation for the payment of said sum of money, executed on the 15th 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 100 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 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 100.

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 hands and seal on the 15th day of June 1940, the day and year last above written.

Earl Skinner (SEAL)Elizabeth Skinner (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas ss.BE IT REMEMBERED, That on this 15th day of June A. D. 1940, before me, a Notary Public in the aforesaid County and State, came
Earl Skinner and Elizabeth Skinner, his wife

to me personally known to be the same person S. who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 15th day of June 1940.

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 28th day of June 1971.

Lawrence Savings Association formerly known as
The Lawrence Building and Loan Association Mortgagee. Owner.
M. D. Vaughn, Exec. Vice Pr.

(Corp. Seal)

This release
was written
on the original
mortgage
entered
this 15th day
of June 1940.

Notary Public
for the State of Kansas