

MORTGAGE RECORD 84

Reg. No. 2455
Fee Paid, \$ 1.75

205

FROM

Rosella A. Robison and J. E. Robison, wife & husband
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

October 11, A.D. 1940, at 4:40 o'clock P.M.

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 12th day of October, in the year of our Lord, one thousand nine hundred and forty between

Rosella A. Robison and J. P. Robison, wife and husband

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 part 108 of the first part, in consideration of the sum of Seven Hundred Fifty and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha YO sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 3 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 Ten (10) Feet of Lot Number One Hundred Seventeen (117) and the North one-half of Lot Number One Hundred Nineteen (119) on Connecticut Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 102 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 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 all PRIME 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 parties of the second part, the loss, if any, made, may payable to the parties of the second part to the extent of its interest. And in the event that said PRIME of the first part shall fail to pay such taxes or assessments when the same become due and payable and to keep said premises insured as herein provided, then the parties of the second part may pay said taxes and insurance or either, and the amount so paid shall become a part of the interest, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully paid.

"THIS GRANT is intended as a mortgage to secure the payment of the sum of _____ Dollars payable under this deed."

Seven Hundred fifty and no/100

_____ DOLLARS

according to the terms of SHE certain written obligation _____ for the payment of said sum of money, executed on the 12th day of October, 1940

and by its terms made payable to the part 2^d 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 _____, Clerk of said Court, shall deem it expedient to require the execution of a separate promissory note for the purpose of securing the principal sum of money so advanced by the said party _____ of the second part, then the parties hereto agree that the same shall be executed by them at such time and place as may be required by the said Clerk of said Court, and until the same shall have been duly executed, the present instrument shall remain in full force and effect." It was further agreed that the above recited conditions were to be inserted in the foregoing instrument.

and the said party shall fail to pay the same as provided in this indenture.

And the converseance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof 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 paid when the same become due and payable or if the taxes on the said premises are not paid when the same become due and payable or if the converseance shall become absolute, and the whole sum remaining unpaid, and any 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 to

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 from 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 incurred thereon, and the surplus, if any there be, shall be paid by the party

making such sale, on demand, to the first party.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

IN WITNESS WHEREOF, The part les of the first part ha ve hereunto set their hands and seal s the day and year last above written.

Rosella A. Robison (SEAL)

J R Robison (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas

BE IT REMEMBERED, That on this 14th day of October A. D. 19 40, before me, a Notary Public _____ in the aforesaid County and State came

Rosella A. Robison and J. R. Robison, wife and husband

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 8th day of September, 1940.

My commission expires on the 8th day of September 1940

Clio V. Hamilton
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 19th day of November, 1942.

By L. E. Eby
Secretary (Corp Seal)

The Lawrence Building and Loan A.
H.C. Brinkman Vice - Pres.

Association: _____
Mortgages: _____

This Release
was written
on the original
Nor tga
entered
this 25 day
of January
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