

Receiving No. 11348 - MORTGAGE RECORD 84

Reg. No. 2843

Fee Paid, \$0.75 <

FROM
 Hattie McCrary and George McCrary, her husband
 TO
 The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 13 day of
 January A. D. 1941, at 4:45 o'clock P. M.
 By Harold A. Eby Register of Deeds.
 Deputy.

THIS INDENTURE, Made this 13th day of January, in the year of our Lord, one thousand nine hundred and forty-one between
 Hattie McCrary and George McCrary, her husband
 of Lawrence in the County of Douglas and State of Kansas
 part 188 of the first part, and The Lawrence Building and Loan Association part 189 of the second part.

WITNESSETH, That the said part 188 of the first part, in consideration of the sum of
 Three 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 189 of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. Thirty-seven (37) in Frazier's Subdivision of part of Addition Four (4)
 in that part of the city of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part 188 of the first part therein.

And the said part 188 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 seised of a good and lawfull estate of inheritance therein, free and clear of all incumbrances

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 188 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 189 of the second part, the loss, if any, made payable to the part 189 of the second part to the
 extent of 15% interest. And in the event that said part 188 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 189 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 said fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
 Three 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 13th day of January 1941
 and by the said terms made payable to the part 189 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 189 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 188 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 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 or 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 said part 189 of the second part, without notice, and it shall be lawful for the said part 189 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 thereon, 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 188
 making such sale, on demand, to the first part 188.

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 188 of the first part has hereunto set their hand and seal the day and year last above
 written.

Hattie McCrary (SEAL)

George McCrary (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
 County of Douglas ss.

BE IT REMEMBERED, That on this 13th day of January A. D. 1941, before me, a
 Notary Public in the aforesaid County and State, came
 Hattie McCrary and George McCrary, 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 14 day of May 1942

by L. E. Eby
 Secretary (Copy Seal)

The Lawrence Building and Loan Association
 by C. S. Weatherly Vice Pres Mortgagee

This Mortgage
 was filed
 in the original
 Mortgage
 entered
 this 13th day
 of January
 1941
 at 4:45 P. M.
 Harold A. Eby
 Reg. of Deeds