

MORTGAGE RECORD 84

Reg. No. 2641

Fee Paid, \$2.50

FROM

Paul A. Williamson and Juanita Williamson, husband
TO And wife

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

April A.D. 1941, at 9:30 o'clock A.M.

Nardi G. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 28th day of April
hundred and forty-one between

Paul A. Williamson and Juanita Williamson, husband and wife

of Lawrence in the County of Douglas
parties of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand 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:

Lot One Hundred Eighty-two (182) on Connecticut 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 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 lawfully 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 parties 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 becomes 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 party of the second part; the loss, if any, shall be payable to the party of the second part in the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes and insurance, then the said party of the second part shall be entitled to the same income 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 other and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of five per cent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One thousand and no/100

DOLLARS, according to the terms of the said certain written obligation for the payment of said sum of money, executed on the 28th day of April 1941, 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 parties 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, then the parties of the first part shall be liable to pay the same as herein provided, and 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 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 provided by law and out of all moneys arising from such sale extend and insure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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 insure 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.

Paul A. Williamson (SEAL)

Juanita Williamson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas ss.

BE IT REMEMBERED, That on this 28th day of April A.D. 1941, before me, a Notary Public in the aforesaid County and State, came

Paul A. Williamson and Juanita Williamson, husband and wife

to me personally known to be the same persons 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 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 10th day of August, 1942.

By L. E. Eby
Secretary (Corp. Seal)By N. C. Brinkman Vice-Pres.
The Lawrence Building and Loan Assoc.
Mortgagee.

Owner.

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was
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mortthis
copy
is
the
original
mortgage
filed
in
the
office
of
the
Register
of
Deeds
on
the
29th
day
of
April
1941Nardi G. Beck
Reg. of Deeds