Receiving No. 12189

MORTGAGE RECORD 84

Reg. No. 2698
Fee Paid, $ 4.25

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.

Vesta White, a single woman

TO

The Lawrence Building and Loan Association

This instrument was filed for record on the ___26___ day of
__June__ A. D. 19 41 , at 11:05 o'clock A. M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this __25th__ day of __June__ , in the year of our Lord, one thousand nine hundred and __forty-one__ between

Vesta White, a single woman

of __Lawrence__ in the County of __Douglas__ and State of __Kansas__ party __y__ of the first part, and __The Lawrence Building and Loan Association__
_____ party __y__ of the second part.

WITNESSETH, That the said party __y__ of the first part, in consideration of the sum of
Seventeen Hundred and no/100 - - - - - - - - - - - - -DOLLARS, to __her__ duly paid, the receipt of which is hereby acknowledged, has __s__ sold, and by this indenture does __Grant, Bargain, Sell and Mortgage to the said party __y__ 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 Seventy (170) on New Hampshire Street, in the City of Lawrence.

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

And the said part __y__ of the first part do __es__ hereby covenant and agree that at the delivery hereof __she is__ the lawful owner of the premises above granted, and seised 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 the part __y__ 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 __she 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, the loss, 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 __y__ 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
Seventeen 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 __25th__ day of __June__ 19 41 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 __y__ 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 overplus, if any there be, shall be paid to the part __y__ making such sale, on demand, to the first part __y__

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 _____ of the respective parties hereto.

IN WITNESS WHEREOF, The part __y__ of the first part has _____ hereunto set __her__ hand and seal _____ the day and year last above written.

Vesta White	(SEAL)
_____	(SEAL)
_____	(SEAL)
_____	(SEAL)

STATE OF __Kansas__
County of __Douglas__ } ss.

BE IT REMEMBERED, That on this __25th__ day of __June__ A. D. 1941 , before me, a __Notary Public__ in the aforesaid County and State, came __Vesta White, a single woman__

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__ 19 42 .

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 16th day of _March_ 1942.

The Lawrence Building and Loan Association

H. C. Brinkman

Mortgagee.

(corp seal)

Attest: L. E. Eby
Secretary

This release was written on the original mortgage entered this 12 day of _March_ 1942

Harold A. Beck
Register of Deeds
Deputy