

MORTGAGE RECORD 84

Reg. No. 3089

Fee Paid, \$ 5.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of

August A.D. 19 42, at 3:05 o'clock P.M.

L. E. Eby and Hazel R. Eby, husband and wife.

TO

The Lawrence Building and Loan Association

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 17th day of August, In the year of our Lord, one thousand nine hundred and forty-two between L. E. Eby and Hazel R. Eby, husband and 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 Two Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve said, and by this indenture do -- Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter of Section 12, Township 14, Range 19, less a square tract for cemetery in the Southwest corner of said Quarter Section and containing 1.3 acres; also less a tract containing 364 square feet and being described as commencing at a point 1856 feet West and 232 feet South of the Northeast corner of the Southeast Quarter of said Section 12, thence North 79° West 26 feet, thence South 11° West 14 feet, thence South 79° East 26 feet, thence North 11° East 14 feet; and also less Thirty (30) acres more or less located South and East of the public road in the East one-half of the Southeast Quarter of Section 12, Township 14, Range 19, the excluded tract being more particularly described as follows:

Beginning at the SE corner of the Southeast Quarter of Section 12, Township 14, Range 19 thence West along South line of Quarter Section 1328.7 feet, thence North 23 degrees 17 minutes East 1381.9 feet, thence North 40 degrees 6 minutes East 804.1 feet, thence North 58 degrees 2 minutes East 330.9 feet to "ast line of said Quarter Section, thence South along the East line of the Quarter Section 2056.7 feet to place of beginning.

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

And the said part ies 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 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 ies 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 part y of the second part, the law, 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 ies 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 Two Thousand and no/100 - - - - - DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of August 19 42, 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 ies 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 of the second part making such sale on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each 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 ies of the first part ha ve hereunto set their hand and seals the day and year last above written.

L. E. Eby (SEAL)

Hazel R. Eby (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 17th day of August A.D. 19 42, before me, a Notary Public in the aforesaid County and State, came

L. E. Eby and Hazel R. Eby, husband and wife

to me personally known to be the same person s 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.

My commission expires on the 10th day of April 1946.

(SEAL)

Olive Whitman
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 3rd day of October 1944.

(Copy Seal)
By L. E. Eby
Sentry
The Lawrence Building and Loan Association
H.C. Brinkman, Sec'y
Mortgagee. Owner.

This release was written on the original mortgage and entered the 3rd day of Oct. 1944.
Harold A. Beck
Reg. of Deeds