

MORTGAGE RECORD 84

Receiving No. 15481

Reg. No. 3109
Fee Paid, \$4.25

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

TO

August A. D. 1942, at 3:40 o'clock P. M.

By Harold A. Eby Register of Deeds.
Deputy.

THIS INDENTURE, Made this 22nd day of August, in the year of our Lord, one thousand nine hundred and forty-two between
Dewey D. Smith and Edna B. Smith, 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
Seventeen Hundred and no/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do sell, 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:

Beginning at a point One Hundred Twenty-five (125) feet West of the Southeast corner of
of Lot No. Nine (9) in Block Three (3) in that part of the City of Lawrence known as South
Lawrence; thence North Seventy-five feet; thence West One Hundred Twenty-five (125) feet;
thence South Seventy-five (75) feet; thence East One Hundred Twenty-five (125) feet to
place of beginning.

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 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 therein.

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 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 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 parties 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 _____ DOLLARS,
according to the terms of _____ certain written obligation, for the payment of said sum of money, executed on the 22nd day of August 1942,
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 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, 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 hereof 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
making such sale, on demand, to the first party.

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 herein.

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

Dewey D. Smith (SEAL)

Edna B. Smith (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 25th day of August A. D. 1942, before me, a
Notary Public _____ in the aforesaid County and State, came

Dewey D. Smith and Edna B. Smith, husband and wife

to me personally known to be the same person as 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 21st day of April 1946.

(SEAL)

L. B. 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 Registrar
of Deeds to enter the discharge of this mortgage (f record. Dated this 9th day of January 1946.

attest: P. E. Eby
Secretary (Corp. Seal)

The Lawrence Building and Loan Association
H. C. Brinkman President

Mortgagee. Owner.

This release
was written
on the original
mortgage.
Entered
this 9th day
of Jan
1946
Harold A. Eby
Reg. of Deeds