

MORTGAGE RECORD 84

Reg. No. 3167  
Fee Paid, \$ 3.00

FROM  
Hugh B. Axe and Alta May Axe, husband and wife  
TO  
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 5 day of October A. D. 1942, at 9:45 o'clock A. M.  
By *Harold A. Beck* Deputy, Register of Deeds.

THIS INDENTURE Made this 25th day of September, in the year of our Lord, one thousand nine hundred and forty-two between Hugh B. Axe and Alta May Axe, 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 Twelve Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have granted, sold and conveyed unto 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 foot South of the Southeast corner of Lot Two (2), Block Two (2), South Lawrence; thence West One Hundred Twenty-five (125) feet to the East line of Vermont Street, parallel with the South line of said Lot 2; thence South on the East line of Vermont Street, fifty (50) feet; thence East One Hundred Twenty-five (125) feet to the East line of said Lot 2; thence North on the East line of said Lot 2 to the place of beginning 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 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 100 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 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 100 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 Twelve Hundred and no/100 DOLLARS, according to the terms of the certain written obligation of the said parties of the first part, 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 100 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 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 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 holder hereof, without notice, and it shall be lawful for the said part y of the second part to receive and benefit accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and to have a receiver appointed to collect the same and 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 to the said part 100 of the first part. 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 parties of the first part have hereunto set their hand and seal on the 25th day and year last above written.

Hugh B. Axe (SEAL)  
Alta May Axe (SEAL)

STATE OF Kansas } ss.  
County of Douglas }  
BE IT REMEMBERED, That on this 25th day of September A. D. 1942, before me, a Notary Public in the aforesaid County and State, came Hugh B. Axe and Alta May Axe, husband and wife 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. My commission expires on the 21st day of April 1946.  
L. E. Sby, 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 July, 1945.  
The Lawrence Building & Loan Assoc. Mortgagee. Owner.  
attest: L. E. Sby (Corp. Seal) By H. C. Reinhardt New Trust.

This release was written on the original mortgage entered this 17 day of July 1945 H. C. Reinhardt Reg. of Deeds