

MORTGAGE RECORD 84

Reg. No. 3261
Fee Paid, \$ 7.00

Receiv

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of November A.D. 1942, at 10:20 o'clock A.M.

Joshua M. Clevenger and Valentine Z. Clevenger
husband and wife TO

The Lawrence Building and Loan Association

By *David A. Beck*
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 27th day of November, in the year of our Lord, one thousand nine hundred and forty-two between Joshua M. Clevenger and Valentine Z. Clevenger, 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 of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-eight Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. vs. 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:

Beginning at an iron pipe located 40 feet east of the corner stone and thirty feet north of the south line of the southwest corner of the southwest quarter section 32, Township 12, Range 20, thence running east parallel with section line 435 feet to an iron pipe, thence north parallel with section line 85 feet to an iron pipe, thence west parallel with section line 435 feet to an iron pipe, thence south parallel with section line 85 feet to place of beginning

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part hereby covenant and agree that at the delivery hereof they are 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 1st 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 of the second part, the less, if any, made payable to the party of the second part to the extent of its interest. And in the event that said part 1st 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 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 Twenty-eight Hundred and no/100 DOLLARS, according to the terms of, and by, its terms made payable to the part 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 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 1st 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 is 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 securing 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 1st 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 profits 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 party making such sale, on demand, to 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 arising 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 ha. vs. hereunto set their hand and seal the day and year last above written.

Joshua M. Clevenger (SEAL)

Valentine Z. Clevenger (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 28th day of November A.D. 1942, before me, a Notary Public in the aforesaid County and State, came Joshua M. Clevenger and Valentine Z. Clevenger, 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. 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 2nd day of December, 1943.

The Lawrence Building and Loan Association
Mortgagee.

N. C. Brinkman Vice-Pres.

THIS INSTRUMENT
WAS FILED
ON THE ORIGINAL
MORTGAGE
FILED
ON THE DAY
OF 1943
BY L. E. Eby
Reg. of Deeds

By L. E. Eby (Corp. Seal)
Secretary

THU

hundred

cf

parties

WIT

which is

the follow

with the

And t

and select

and that the

It is

or assessed

such sum

extent of

as herein

pro this indenture

THIS

according to

and by

or sums of

said part

part thereof

not kept up

shall become

immediately

rents and be

to retain the

making such

It is

extent and

IN W

written.

STATE O

County of

(SE)

I, the

of Deeds to

By