

MORTGAGE RECORD 84

Reg. No. 3298
Fee Paid, \$5.00

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FROM
Arthur Hird and Ethel R. Hird, husband and wife
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 31 day of
December A. D. 19 42, at 4:10 o'clock P. M.
By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 16th day of December, in the year of our Lord, one thousand nine hundred and Forty-two between
Arthur Hird and Ethel R. Hird, 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 Ye 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 North One-fourth ($\frac{1}{4}$) of the West Ten (10) feet of Park Lot No. One (1) and the
North One-fourth ($\frac{1}{4}$) of Park Lot No. Three (3) in the City of Lawrence; and also
a certain garage, being the second one from the North of six garages on Park Lot No.
Five, together with the land on which same is situated; also an easement to use,
with others, a certain roadway along the East ten feet of Park Lot No. Five; also
the right of passage from said roadway to the garage mentioned.

With the appurtenances and all the estate, title and interest of the said part 103 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 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 therein.

It is agreed between the parties hereto that the part 103 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 part 103 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, to them duly paid, the receipt of
which is hereby acknowledged, 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:

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 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 therein.

It is agreed between the parties hereto that the part 103 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 part 103 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.

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 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 to the part 103 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 day and year last above written.

Arthur Hird (SEAL)
Ethel R. Hird. (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas ss.
County of Douglas

BE IT REMEMBERED, That on this 21st day of December A. D. 19 42, before me, a
Notary Public in the aforesaid County and State, came
Arthur Hird and Ethel R. Hird, 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 19 46.

(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 12 day of August, 19 42

(Compiled) The Lawrence Building and Loan Association
H.C. Brinkman President

This release was written on the original mortgage

this 12 day of August 1942

Harold A. Beck
Register of Deeds
Lawrence, Kansas

Attest: L. E. Eby
Secretary

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