

Receiving No. 17087

MORTGAGE RECORD 84

Reg. No. 3370

Fee Paid, \$ 2.00

FROM
 Leland Stewart and Ellen Stewart
 TO
 The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 29 day of
 March A. D. 19 43, at 4:05 o'clock P. M.
 Harold R. Beck
 Register of Deeds.
 Deputy.

THIS INDENTURE, Made this 29th day of March, in the year of our Lord, one thousand nine hundred and Forty-three, between
 Leland Stewart and Ellen Stewart, 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
 Eight Hundred and no/100 DOLLARS, to them duly paid, the receipt of
 which is hereby acknowledged, have granted, 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:

Lot Ninety-three (93) on Pennsylvania Street in the city of Lawrence, Douglas County, Kansas

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

And the said part 100 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 thereto.

It is agreed between the parties hereto that the part 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 loss, if any, made payable to the part Y. of the second part to the
 extent of 100 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 other, 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
 Eight hundred and no/100 DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 29th day of March 19 43
 and by the 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 100 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.

making such sale, on demand, to the first part 100 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.

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

Leland Stewart (SEAL)
 Ellen Stewart (SEAL)
 (SEAL)
 (SEAL)

STATE OF Kansas } ss.
 County of Douglas }

BE IT REMEMBERED, That on this 29th day of March A. D. 19 43, before me, a
 notary public in the aforesaid County and State, came

Leland Stewart and Ellen Stewart, 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 21 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 28th day of August 19 44

(Exp. Seal)
 By L. E. Eby, Secretary
 The Lawrence Building and Loan Association
 T. S. Heatherly Vice-President
 Mortgagee.

This release was written on the original entered on the original 10 44
 Harold R. Beck
 Reg. of Deeds