

MORTGAGE RECORD 84

Reg. No. 3472

Fee Paid, \$3.00

Receiving No. 17827

FROM

Fred F. Fergus and Minnie E. Fergus

TO

The Lawrence Building and Loan Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

July A. D. 1943, at 5:50 o'clock A. M.

Harold A. Beck

Register of Deeds.

By Sam Carter Deputy.

THIS INDENTURE, Made this 9th day of July, in the year of our Lord, one thousand nine hundred and forty-three between

Fred F. Fergus and Minnie E. Fergus, 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 part 1st of the first part, in consideration of the sum of Twelve hundred, Fifty and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, 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:

Commencing at the Northeast corner of Block Four (4) of Earl's Addition to the City of Lawrence, Douglas County, Kansas; thence South along the East line of said Block Four (4), 520 feet; thence West 268½ feet to the East line of the Southwest Quarter of said Block Four (4); thence North along the East line of the West Half of Block Four (4), 130 feet; thence West to the Right of Way as conveyed to the Lawrence, Leavenworth and Galveston Railroad (now the Atchison, Topeka and Santa Fe Railway Company); thence Northeasterly along said right of way to the North line of said Block Four (4); thence East on said North line to the place of beginning, all being East of the said Right of way in the city of Lawrence, Less that portion thereof deeded to the Shell Petroleum Corporation by deed recorded in book 125, page 143 of the records in office of Register of Deeds.

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 owners 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 thereon.

It is agreed between the parties hereto that the part y 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 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 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, Fifty and no/100 - - - - - DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of July, 1943, 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 part 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void to 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 hereunto 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 authorized 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, 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 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 part 1st of the first part has hereunto set their hand and seal, on the day and year last above written.

Fred F. Fergus (SEAL)

Minnie E. Fergus (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 9th day of July, A. D. 1943, before me, a

Notary Public in the aforesaid County and State, came

Fred F. Fergus and Minnie E. Fergus, husband and wife

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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. 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 12th day of July, 1944.

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

The Lawrence Building and Loan Association
E. J. Heathbury
Vice Pres.

This release was written on the original mortgage entered this 24th day of July, 1944.
Harold A. Beck
Reg. of Deeds