

MORTGAGE RECORD 84

Reg. No. 3467
Fee Paid, \$ 12.50

Receiving No. 17899

Receiving

FROM
Ronsseleer W. McClure and Berniece P. McClure
 TO
The Lawrence Building and Loan Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 23 day of
July A. D. 1943, at 2:15 o'clock P. M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 23rd day of July, in the year of our Lord, one thousand nine hundred and forty-three between

Ronsseleer W. McClure and Berniece P. McClure, 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
Five Thousand and no/100 DOLLARS, to them duly paid, the receipt of
 which is hereby acknowledged, have to and, 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:

Lot E, less a tract in the Northeast corner doeded to Douglas County, described in the deed recorded
 in Book 133, Page 15, of record in Douglas County, Kansas, and Lot D, all in Block two (2) in
 University Place, an addition to 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 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 seized 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 parties 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 party of the second part, the law, if any, made payable to the party of the second part to the
 extent of its interest. And in the event that said parties 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 party 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
Five Thousand and no/100 DOLLARS,
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of July 1943
 and by the terms made payable to the party 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 party 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 parties 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 laws on said real estate are not kept in as good repair as they are now, or if waste is committed or 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 party 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 provided 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 overplus, 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 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 of the first part have hereunto set their hand and seal the _____ day and year last above
 written.

Ronsseleer W. McClure (SEAL)
Berniece P. McClure (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF Kansas
 County of Douglas ss.

BE IT REMEMBERED, That on this 23rd day of July A. D. 1943, before me, a
 Notary Public in the aforesaid County and State, came
Ronsseleer W. McClure and Berniece P. McClure, 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.

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 3rd day of January 1945.
The Lawrence Building and Loan Association
 Mortgagee. By E. S. Heathrup, Jr. President

By L. E. Eby
 Secretary

This release
 was written
 on the original
 mortgage
 which entered
 into force
 on July 23rd
 1943
Harold A. Beck
 Reg. of Deeds