

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

April 14 1944, at 3:30 o'clock P. M.

TO

A. 12 19 44, at 3:30 o'clock P. M.

The Lawrence Building and Loan Assn.

By _____ Deputy.

THIS INDENTURE, Made this 20th day of April, 1900, in the year of our Lord, one thousand nine

Raymond C. Carey and Fern Carey, 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

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-one Hundred and no/100 ----- DOLLARS, to them daily paid, the receipt of which is hereby acknowledged, ha^{ve} 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:

The North 30 feet of Lot 118 and all of Lots 119 and 120, in Fairfax, an addition adjacent 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 owners 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 thereon.

It is agreed between the parties hereto that the part 10% 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 determined and directed by the party 10% of the second part, the less, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said party 10% of the second part shall fail to pay such taxes and when the same become due and payable and to keep said premises insured as herein provided, then the party 10% of the second part may pay said taxes and assessments, 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 the same are paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-one Hundred and no/100 -

according to the terms of ORC certain written obligation for the payment of said sum of money, executed on the 20th day of April 19 44 DOLLARS, and by its terms made payable to the part V 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 PARTIES 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 V of the first part shall fail to pay the same as provided in this indenture.

and part of the first part shall fall 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 not kept up, as provided herein, or if the buildings on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the same, then this conveyance shall be void, absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the same, shall remain in full force and effect.

_____ 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 party making such sale, on demand, to the first party.

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 ha^{ve} hereunto set their hands and seals the day and year last above written.

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

Raymond C. Carey (SEAL)

Fern Carey (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 20th day of April A. D. 19 44, before me, a Notary Public in the aforesaid County and State, came Raymond C. Carey and Fern Carey, husband and wife

to me personally known to be the same person § who executed the foregoing instrument and duly acknowledged the

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL)

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 8th day of August, 1949

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

The Lawrence Building & Loan Assn.
W. E. Decker Vice President Mortgagee.

This release
was written
on the original
mortgage
entered
this 9 day
of Aug.
1949
Lawell A. Rich
Pres. of Omaha

Copies
written
original
as
entered
day

Reg. of Deaths