

MORTGAGE RECORD 84

581

Reg. No. 3758
Fee Paid, \$ 3.00

Receiving No. 20805

FROM
Eva E. Gaskill and Terry Gaskill
TO
The Lawrence Building and Loan Assn
By
Deputy.
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 6 day of
June A. D. 19 44 , at 3:30 o'clock P. M.
Narrol A. Beck
Register of Deeds.
THIS INDENTURE, Made this 5th day of June , in the year of our Lord, one thousand nine
hundred and Forty-four between
Eva E. Gaskill and Terry Gaskill, her husband
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association party of the second part.

WITNESSETH, That the said parties 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 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 Fourteen (14) in Block Fourteen in Lane Place Addition,
an addition to the City of Lawrence, 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 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 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 of the second part, the loss, if any, made payable to the party of the second part to the
extent of its interest. And in the event that said part 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 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 paid.

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 certain written obligation for the payment of said sum of money, executed on the 5th day of June 19 44
and by its terms made payable to the part 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 part of the first part shall fail to pay the same as provided in this indenture.

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 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 prescribed by law and out of all moneys arising from such sale
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 such 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 the day and year last above written.

Eva E. Gaskill (SEAL)
Terry Gaskill (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas }
County of Douglas } ss.

BE IT REMEMBERED, That on this 5th day of June A. D. 19 44 , before me, a
Notary Public in the aforesaid County and State, came
Eva E. Gaskill and Terry Gaskill, her husband

(SEAL) to me personally known to be the same person 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 June 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 21st day of Feb., 19 46

attn: L. E. Eby
Secretary
(seal)
The Lawrence Building and Loan Association
By H. C. Burkman, President

This release
was written
on the original
mortgage
entered
this 1 day
of March
1946
Narrol A. Beck
Reg. of Deeds
Deputy