

## MORTGAGE RECORD 84

Reg. No. 3854  
Fee Paid, \$ 5.00

609

Receiving No. 21348

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

TO

August A. D. 1944, at 9:00 o'clock A. M.

By

Deputy.

THIS INDENTURE, Made this 16th day of August, 1944, in the year of our Lord, one thousand nine hundred and forty-four between John L. Kennedy and Roma L. Kennedy, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 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 Two Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do sell, 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:

Beginning at a point 20 rods West from the south-east corner of the Southwest Quarter of the North-west Quarter of Section 29, in Township 12, South of Range 20, East of the 6th P. M.; thence running West 35 feet, thence North to the right of way of the Union Pacific Railroad, thence Northeastly along said right of way about 35 to a point due North of the place of beginning, thence South to the place of beginning, also the West 40 feet of the following described tract: Commencing at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 29, Township 12, Range 20, thence running North 40 rods, thence West 20 rods, thence South 40 rods, thence East 20 rods to the place of beginning, less the South 20 feet thereof, in the part of the city of Lawrence, Known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 2nd 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 incumbrances and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st 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 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 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 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand and no/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 16th day of August, 1944, 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 part 1st 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 second part shall fail to pay the same as provided in this indenture, then 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 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 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, or demand, to the first part 1st.

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 have hereunto set their hands and seal the day and year last above written.

John L. Kennedy (SEAL)

Roma L. Kennedy (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 16th day of August, A. D. 1944, before me, a notary public in the aforesaid County and State, came John L. Kennedy and Roma L. Kennedy, husband and wife

(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 April, 1946.

L. E. Ely 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 6th day of May, 1948.

(Cap seal)

The Lawrence Building and Loan Assoc.

By H. C. Breaker

Mortgagee.

attest: L. E. Ely  
Secretary

This release was written on the original mortgage entered this 12 day of May 1948

Register of Deeds  
H. C. Breaker  
Deputy