

## MORTGAGE RECORD 84

Receiving No. 31432

Reg. No. 3888  
Fee Paid, \$4.00

FROM

Emily Frances Ackerman, A. Tusten Ackerman & Mary  
Nell Ackerman

TO

The Lawrence Building and Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of

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

By Norval A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 27th day of July, in the year of our Lord, one thousand nine hundred and Forty-four between  
Emily Frances Ackerman, a single woman, A. Tusten Ackerman and Mary Nell Ackerman, 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  
Eighteen Hundred and no/100 - - - - - DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have granted, 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:

Lot Numbered Ninety-one (91)

on Kentucky Street,

in the City of 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 1st 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 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 part Y 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 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  
Eighteen Hundred and no/100 - - - - - DOLLARS,  
according to the terms of certain written obligation for the payment of said sum of money, executed on the 27th day of July 19 44,  
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 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 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 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 part Y  
making such sale, on 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 part 1st of the first part have hereunto set their hand and seal on the 27th day and year last above  
written.

A. Tusten Ackerman (SEAL)

Mary Nell Ackerman (SEAL)

Emily Frances Ackerman (SEAL)

(SEAL)

STATE OF Kansas ss.  
County of Douglas

BE IT REMEMBERED, That on this 28th day of August A. D. 19 44, before me, a

Notary Public in the aforesaid County and State, came Emily Frances Ackerman, a  
single woman, A. Tusten Ackerman and Mary Nell Ackerman, husband and wife

(SEAL)

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 15 day of May 19 48.

Kelvin Hoover 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 16th day of December, 19 44.

(Comp Seal)  
L. E. Ely  
Secretary

The Lawrence Building and Loan Association  
By M. E. Beckler Vice-Pres.

Mortgagee.

This release  
was written  
on the original  
mortgage  
entered  
this 1st day  
of December  
19 44

Norval A. Beck  
Reg. of Deeds  
Deputy