

MORTGAGE RECORD 84

Reg. No. 3877

Fee Paid, \$ 6.00

Receiving No. 21475

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

September A. D. 1944, at 10 o'clock P. M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 28th day of August, in the year of our Lord, one thousand nine hundred and Forty-four, between

Homer L. Burtner and Jessie Lucile Burtner, 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

party of the second part.

WITNESSETH, That the said part 1st, in consideration of the sum of
 Thirty-two Hundred 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 17 in Addition No. 8

and the North One-Half (1/2) of Lot Eighteen (18)

in Addition Eight (8) in that part of the City of Lawrence, Kansas

formerly known as North Lawrence.

STATE OF KANSAS }
 Douglas County } ss

BE IT REMEMBERED, That on this 7th day of September, A. D. 1944, before me, L. E. Eby, a Notary Public in and for said County and State, came Homer L. Burtner to me personally known, to be the same person who executed the within instrument of writing, 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.

(SEAL) My Commission Expires April 21, 1946

L. E. Eby
 Notary Public

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 hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and release of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 112 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 in 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

Thirty-two Hundred and no/100 - - - - - DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 28th day of August, 1944, and by 112 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 part 1st 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 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 overplus, if any there be, shall be paid by the party of the first part, 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 parties of the first part have hereunto set their hand and seal on the day and year last above written.

Jessie Lucile Burtner (SEAL)

Homer L. Burtner (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
 County of Labette } ss.

BE IT REMEMBERED, That on this 31st day of August, A. D. 1944, before me, a

Notary Public in the aforesaid County and State, came

Jessie Lucile Burtner, wife of Homer L. Burtner

(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 29 day of Aug. 19 45.

Louis V. Wallen
 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 cancel the discharge of this mortgage of record. Dated this 22nd day of July, 1944.

(Cancels)

The Lawrence Building and Loan Assoc.

Notary Public

attest L. E. Eby
 Secretary

This release
 was written
 on the original
 mortgage.

entered
 this 24 day
 of July
 1944

Harold A. Beck
 Reg. of Deeds

Deputy