MORTGAGE RECORD 84

Reg. No. ___3954___
Fee Paid, $ _2.25_

Receiving No. 21851

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
	This instrument was filed for record on the ___20___ day of
Ella Chilson	___October___ A. D. 1944 , at 4:50 o'clock P. M.
TO	_Harold A. Beck_
	Register of Deeds.
The Lawrence Building and Loan Association	By _____ Deputy.

THIS INDENTURE, Made this ___13th___ day of ___October___ , in the year of our Lord, one thousand nine hundred and ___forty-four___ between ___Ella Chilson___

of ___Lawrence___ in the County of ___Douglas___ and State of ___Kansas___ part _y_ of the first part, and ___The Lawrence Building and Loan Association___ party___ of the second part.

WITNESSETH, That the said part _y_ of the first part, in consideration of the sum of ___Nine hundred and no/100 - - - - - - - - - - - - - - - ___ DOLLARS, to ___her___ duly paid, the receipt of which is hereby acknowledged, ha _s_ sold, and by this indenture do _es_ 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 number Nine (9)

and the North Fifteen (15) feet of

Lot number Ten (10),

    Less the right of way of the

    Leavenworth, Lawrence and Galveston (now Southern Kansas)

    Railroad across the West end of said lots,

both being in Block Eight (8) of

Steeles Subdivision of

Block Eight (8) of

Earls Addition to

the City of Lawrence

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

And the said part _y_ of the first part do _es_ hereby covenant and agree that at the delivery hereof ___she is___ 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 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 becomes due and payable, and that ___she will___ keep the buildings upon said real estate insured against fire and tornado in such ___ and by such insurance company as shall be specified and directed by the party___ of the second part and directed by the party___ of the second part to the party___ of the second part to the extent of ___its___ interest. And in the event that said part _y_ 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 ___Nine hundred and no/100 - - - - - - - - - - - - - - - ___ DOLLARS, according to the terms of ___one___ certain written obligation ___ for the payment of said sum of money, executed on the ___13th___ day of ___October___ 19-- and by ___its___ 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 _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 _y_ 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 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 overplus, if any there be, shall be paid by the party___ 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 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 party___ of the first part ha _s_ hereunto set ___her___ hand and seal ___ the day and year last above written.

        ___Ella Chilson___ (SEAL)

        _____ (SEAL)

        _____ (SEAL)

        _____ (SEAL)

STATE OF ___Kansas___)
County of ___Douglas___) ss.

BE IT REMEMBERED, That on this ___13th___ day of ___October___ A. D. 1944 , before me, a ___Notary Public___ in the aforesaid County and State, came ___Ella Chilson, a single woman___

(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___ 19_46_.

        ___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 ___February___ 19_45_.

(Corp Seal)

    The Lawrence Building and Loan Association
                       Mortgagee. Owner.
    H. C. Brinkman, Vice Pres.

By L. E. Eby
Secretary

This release was written on the original mortgage this 23 day of Feb. 1945 Harold A. Beck Reg. of Deeds