

## MORTGAGE

31511 BOOK 90  
(No. 52 K)

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This Indenture, Made this 17th day of February, in the  
year of our Lord one thousand nine hundred and forty-seven  
John Walkington and Elva Walkington, husband and wife,  
between

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 parties of the first part, in consideration of the sum of  
Three thousand 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 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 No. Seventy-eight (78), the South 4 Feet of Lot No. Seventy-six  
(76) and the North 20 feet of Lot No. Eighty (80) all on Kentucky Street,  
in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 123 of the first part therein.

And the said part 123 of the first part do hereby covenant and agree that, at the delivery hereof they are the lawful owner of  
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 123 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 they shall 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  
loss, if any, made payable to the part Y of the second part to the extent of 100% interest. And in the event that said part 123 of the first  
part shall fail to pay such taxes when the same become due and payable or 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 Three thousand and no/100 DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of  
February 1947, 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 123 of the first part shall fail to pay  
the same as provided in this indenture.

And this conveyance shall be void if such payments 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  
part Y making such sale, on demand, to the first part 123.

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 123 of the first part has hereunto set their hand and seal the day and year last above written.

John Walkington (SEAL)  
Elva Walkington (SEAL)  
II (SEAL)

STATE OF Kansas  
COUNTY OF Douglas



Be It Remembered, That on this 17th day of February A. D. 1947  
before me, a Notary Public in the aforesaid County and State,  
came John Walkington and Elva Walkington, husband  
and wife

to me personally known to be the same persons 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 August 13 1949

Myron Keys  
Notary Public

Recorded February 28, 1947 at 1:46 P.M.

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 8th day of  
July 1948. The Lawrence Building & Loan Association, Inc. Decker Vice President Mortgage.  
Attest E. E. By Secretary (Corp. Seal)

This release  
was written  
on the original  
mortgage  
withered  
this 1st day  
of July  
1948

Harold A. Beck  
Register of Deeds  
Harold A. Beck

Register of Deeds.