

MORTGAGE RECORD 91

Reg. No. 4013

Fee Paid, \$ 5.75

Receiving No. 22264

FROM

Helen Jean Quinn Hicks Frank E. Hicks Margaret Quinn
Anderson Charles L. Anderson

The Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

December A. D. 1944, at 4:15 o'clock P.M.

By Harold A. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this 25th day of November, in the year of our Lord, one thousand nine
hundred and Forty-four, betweenHelen Jean Quinn Hicks and Frank E. Hicks, her husband by Helen Jean Quinn Hicks, his attorney in fact,
and Margaret Quinn Anderson and Charles L. Anderson her husband, by Margaret Quinn Anderson his attorney in fact
of Lawrence in the County of Douglas and State of Kansas

part 109 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
Twenty-three 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:

Beginning at the Northwest corner of the

Northeast $\frac{1}{4}$ of Block three (3)

in Earl's Addition to the city of Lawrence;

thence East along the South line of Quincy (now 11th Street) 100 feet;

thence South 130 feet;

thence West parallel to said South line of Quincy
(now 11th Street) 100 feet;

thence North 130 feet to place of beginning

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

And the said parties 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 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 parties 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the
extent of the interest. And in the event that said parties 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 parties 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
Twenty-three hundred and no/100 DOLLARS,according to the terms of one certain written obligation of the parties of the first part for the payment of said sum of money, executed on the 25th day of November 1944,
and by its terms made payable to the parties 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 parties of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by
said parties 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 parties of the second partto 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 parties
making such sale, on demand, to the first parties.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 seals the day and year last above
written.Helen Jean Quinn Hicks
Frank E. Hicks (SEAL)
By Helen Jean Quinn Hicks His attorney in fact
Margaret Quinn Anderson (SEAL)
Charles L. Anderson (SEAL)
By Margaret Quinn Anderson, his attorney in fact. (SEAL)STATE OF Kansas ss.
County of Douglas

BE IT REMEMBERED, That on this 25th day of November A.D. 1944, before me, a

Notary Public in the aforesaid County and State, came Helen Jean Quinn Hicks and Frank E. Hicks her husband, By Helen Jean Quinn Hicks his attorney in fact and Margaret Quinn Anderson
and Charles L. Anderson her husband, by Margaret Quinn Anderson his attorney in fact
(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. Rhy

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 25th day of May 1944(Conf. Seal)
L. E. Rhy
SecretaryThe Lawrence Building and Loan Association
By H. B. Brinkman, Pres.

Mortgagee.

Attest.

This release
was written
on the original
mortgageentered
this 26 day
of May
1944Harold A. Beck
Reg. of Deeds

D. J. H. H.