

MORTGAGE RECORD 91

Reg. No. 4054

Fee Paid, \$ 5.00

Receiving No. 22545

FROM

Arthur R. Gilkerson and Bessie M. Gilkerson, his
TO wife

Goldie F. Schaal

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

January A. D. 1945, at 11:10 o'clock A. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 25th day of January, in the year of our Lord, one thousand nine
hundred and forty-five between

Arthur R. Gilkerson and Bessie M. Gilkerson, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Goldie F. Schaal

part V of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Two 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 party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Thirty-three (33) feet

of Lot 193

and

The North Ten (10) feet of the West Thirty-Three (33) feet

of Lot 195

on Tennessee Street

in the City of Lawrence,

County and state aforesaid.

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 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 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 party of the second part, the loss, if any, made payable to the party of the second part to the
extent of her interest. And in the event that said party 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 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

Two Thousand and no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 25th day of January 1945,
and by the 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 either, and the amount so paid shall become a part of the indebtedness, secured by
said party 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 partto the 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
making such sale, on demand, to the first party of the second 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 seals the day and year last above
written.

Arthur R. Gilkerson (SEAL)

Bessie M. Gilkerson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of DOUGLAS

ss.

BE IT REMEMBERED, That on this 25th day of January A.D. 1945, before me, a
Notary Public in the aforesaid County and State, came

Arthur R. Gilkerson and Bessie M. Gilkerson, his wife

(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 25th day of April, 1947.

W. A. Schaal

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 19 day of January 1945Goldie F. Schaal
Mortgagee. Owner.This release
was written
on the original
mortgage.
Entered
this 19 day
of Jan
1945.Harold A. Beck
Reg. of Deeds