

MORTGAGE RECORD 91

Receiving No. 22842

Reg. No. 4108

Fee Paid, \$ 6.25

FROM

Basil Earl Jacques and Lovie Jane Jacques

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of

March A. D. 1945, at 4:05 o'clock P. M.

By Harold A. Eby
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 13th day of March, in the year of our Lord, one thousand nine hundred and Forty-Five between Basil Earl Jacques and Lovie Jane Jacques, husband and wife

of Lawrence in the County of Douglas and State of Kansas
part 123 of the first part, and The Lawrence Building and Loan Associationpart 124 of the second part.
WITNESSETH, That the said parties of the first part, in consideration of the sum of Two thousand five 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 part of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Lot 117 on Kentucky Street in the City of Lawrence,
Douglas County, Kansas.

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, ss. of the premises above granted,
and seired 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 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 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 part 124 of the second part, the law, if any, made payable to the part 124 of the second part to the
extent of 125 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 and to keep said premises insured
as herein provided, then the part 124 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 five hundred and no/100 DOLLARS,
according to the terms of 029 certain written obligation for the payment of said sum of money, executed on the 13th day of March 1945,
and by 123 terms made payable to the part 124 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 124 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 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 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 remains 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 124 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 124
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 have hereunto set their hand and seal, on the day and year last above
written.

Basil Earl Jacques (SEAL)

Lovie Jane Jacques (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas } ss.

BE IT REMEMBERED, That on this 13th day of March A.D. 1945, before me, a

Notary Public in the aforesaid County and State, came Basil Earl Jacques and Lovie

Jane Jacques, husband and 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 21st day of April, 1946.

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 May, 1946.

Attest: L. E. Eby

The Lawrence Building and Loan Association

Mortgagee.

Owner.

Secretary (Copied)

W. C. Brinkman President

This release
was written
on the original
mortgage
entered
this 21st day
of May
1946
Harold A. Eby
Reg. of Deeds