

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of

August A/D. 1945. at 11:05 o'clock A. M.

Harold A. Bick

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 31st day of August, in the year of our Lord, one thousand nine hundred and Forty-five between Truman C. Harding and Eva L. Harding, his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part and A. C. Miller

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty-five Hundred Dollars (\$2500.00) < 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:

Lots No. One Hundred Twenty Six (126) and One Hundred

Twenty Eight (128) on Louisiana Street, in the City of

Laurence,

with the appurtenances and all the estate, title and interest of the said part ies 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 part of the first part shall at all times during the life of this indenture, pay all taxes 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of his interest. And in the event that said part 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 of the second part may pay said taxes and insurance, if 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five Hundred Dollars (\$2500.00) DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 31st day of August 1945.

and by ALL 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, of ~~which the said terms of said obligation do not make any mention~~ to discharge any taxes with interest thereon as
the said part, Y, may hereafter determine the same as provided in this indenture.

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 nevertheless remain in full force and effect, and the obligation contained therein fully discharged. If default 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 nevertheless remain in full force and effect, and the obligation contained therein fully discharged. If default 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 nevertheless remain in full force and effect, and the obligation contained therein fully discharged.

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. V

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 seal s the day and year last above written.

Truman C. Harding (SEAL)

Eva L. Harding (SEAL)

(Seal)

(Seal)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 31st day of August A.D. 19 45 before me, a

Notary Public _____ in the aforesaid County and State, came

Truman C. Harding and Eva L. Harding, his wife

(SEAL)

to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the

IN WITNESS WHEREOF, I have hereunto set my hand and the Great Seal of the State of New York, at Albany, this 14th day of June, 1906.

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 17 day of April, 1947.

Rose Giosman

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 9 day of Sept, 1947

[illegible]

This release was written on the original mortgage

entered
this 9 day
of Sept
194 7

Placed & Sealed
Reg. of Deeds
John Z. Bowen
Deputy