

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 13 day of  
September A. D. 1925, at 5:55 o'clock P. M.  
*Harold A. Beck*  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

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

All of Block Twenty Seven (27) in University Place Annex, an addition adjacent to the City of Lawrence, Douglas County, Kansas

And the said part 22 of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seised 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 100% 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 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 100% of the second part, the loss, if any, made payable to the part 100% of the second part to the extent of the interest. And in the event that said part 100% 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 100% 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 Six-Hundred and no/100 DOLLARS,

according to the terms of one certain obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 18th day of September 1958 and by its 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 and all sums of money advanced by the said party \_\_\_\_\_ of the second part to pay any insurance, or other debt or liability of the said party \_\_\_\_\_ of the second part in this regard.

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, then this conveyance shall become absolute, and the obligation contained therein shall not be paid, but the same become full and payable, and the insurance shall not keep 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 nevertheless remain in full force and effect, and shall be paid as provided herein.

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 thereon, 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 100

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 seal s the day and year last above written.

Julius H. Forneden (SEAL)  
Louessa Forneden (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
County of Douglas

BE IT REMEMBERED, That on this 13th day of September A.D. 1945, before me, a Notary Public in the aforesaid County and State, came Julius E. Torreden and Louise Torreden, 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 3rd day of December, 1947

attested: L. E. Eby  
 Secretary  
 The Lawrence Building and Loan Association  
 by E. S. Weatherby Vice-Pres.  
 Mortgagee.

This release  
was written  
on the original  
mortgage

entered  
this 23 day

of Dec  
1947  
Harold A. B.  
Reg. of Deeds