

MORTGAGE RECORD 91

Receiving No. 24686

Reg. No. 4363

Fee Paid \$ 3.75

FROM

Quince H. Perkins and Gladys K. Perkins

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

September

A. D/1945 at 1:10 o'clock P. M.

By _____ Deputy.

THIS INDENTURE, Made this 19th day of September, in the year of our Lord, one thousand nine hundred and forty-five, between Quincy E. Perkins and Gladys E. Perkins, husband and wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association party of the second part.

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of Fifteen-Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. Thirteen (13) in Block No. Three (3) in Haskell

Place, in Addition to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said IES 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 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 1.00 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 incomes 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 2.00 of the second part, the loss, if any, made payable to the part 2.00 of the second part to the extent of 1.25 interest. And in the event that said part 1.00 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 2.00 of the second part shall and shall have the right to pay such taxes and insure the same, and the amount so paid shall become a part of the indebtedness, secured by this mortgage, and shall be paid by the part 1.00 of the first part as the same shall become due and payable.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eighteen hundred and no/100 DOLLARS.

according to the terms of 200 certain written obligation _____ for the payment of said sum of money, executed on the 19th day of September 1925 and by 4th terms made payable to the part V of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum

and by _____ terms made payable to the part _____ 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 _____ of the second part to pay for any insurance, or ~~for~~, and the amount so paid shall remain a debt of the said _____ of the second part until paid to the same as provided in this indenture.

that the said parties shall pay the same as provided herein, and that the obligation contained therein fully discharged. If default is 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 be null and void, and the title to the premises shall revert to the said grantor, his heirs and assigns forever. If the said mortgage is duly paid and the same is not 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 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 pay the principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the said _____ to the said _____.

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 party ^{inc}

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 to and bind the undersigned, their heirs, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1 of the first part has yo hereunto set their hand and seal s the day and year last above written.

Subpoena H. Perkins (SEAL)

31.1

Gladys A. Perkins (SEAL)

_____ (SEAL)

STATE OF Kansas
County of Douglas } ss

BE IT REMEMBERED That on this 19th day of September A.D. 1945 before me, a

Notary Public _____ in the aforesaid County and State, came

Quince H. Perkins and Gladys E. Perkins husband and wife

to me personally known to be the same person 5 who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have herunto 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, 196.

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 19th day of November, 1945

attest: L. E. Elzy
(comp. Seal)

The Lawrence Building and Loan
Mortgagee.
by W. C. Brinkman, Vice Pres.

This release
was written
on the original
monograph
dated
this 21 day
of Nov.
1975
R. L. R. &
Reg. Cl. ds
F. L. R. &
D. V. &