

MORTGAGE RECORD 91

FROM

Bruce F. Latta and Mary Maxine Latta

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

December A.D. 1945, at 3:50 o'clock P. M.

By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 18th day of December hundred and forty-five between Bruce F. Latta and Mary Maxine Latta, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 1st of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-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 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 "D" and "E" all in Block 4, in University Place, an addition to the City of Lawrence, Also:

Beginning at a point 1048.3 feet West of a point 1040.84 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 13 South, Range 19 East of the 6th P.M., thence West 139.5 feet to the center line extended of the alley between Illinois and Alabama Streets; thence South 15 feet 2 inches, more or less, along the center line of said alley extended; thence East 139.5 feet along the North line extended and the North line of Lot E in Block 4 in University Place, and Addition to the City of Lawrence, to the West line of Illinois Street; thence North 15 feet 2 inches, more or less, along the West line of Illinois Street to the place of beginning.

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 incumbrances

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 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of the interest. And in the event that said parties 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 parties 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 Thirty-five Hundred and no/100 DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 18th day of December 1945, and by its terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the parties of the second part to the parties of the first part for any 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.

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 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 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 retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the parties of the first 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 seal on the day and year last above written.

Bruce F. Latta (SEAL)

Mary Maxine Latta (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
County of Douglas

BE IT REMEMBERED, That on this 19th day of December A.D. 1945, before me, a Notary Public in the aforesaid County and State, came

(SEAL) Bruce F. Latta and Mary Maxine Latta, husband and wife

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 3rd day of October, 1948.

Arthur S. Peck 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 12th day of May, 1947.

L. F. Beck (Corp. Seal) Mortgagee. Owner.

This release was written on the original mortgage entered this 14th day of May 1947.

Harold A. Beck Reg. of Deeds

Deputy