

MORTGAGE RECORD 91

Receiving no. 27218

Doc. No. 4690

Fee Paid \$ 2.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of

March A. D., 19 46, at 11:45 o'clock A. M.

Harold G. Beck
Register of Deeds.
Deputy.

By _____ Deputy _____

Arthur Belt

TO

The Lawrence Building and Loan Association

THIS INDENTURE, Made this six day of March, in the year of our Lord, one thousand nine hundred and forty-six between Arthur Belt, a single man

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

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Eight hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situate and being in the County of Douglas and State of Kansas, to-wit:

Lot Sixty-two (62) on Rnode Island Street, Lawrence, Kansas

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

And the said part Y of the first part do ES hereby covenant and agree that at the delivery hereof he is 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 Y 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 he will keep the losses 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part Y 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 Y of the second part may sell said real estate 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.

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

According to the terms of SIX certain written obligation _____ for the payment of said sum of money, executed on the SIX^{teenth} day of March 1946, by and to the _____ of the second part, with all interest accruing thereon, the sum of money payable _____ of or upon the money advanced by the said part Y of the second part to pay for any insurance, of ONE HUNDRED AND FIFTY DOLLARS which the first part has received of the said second part for 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 any insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in a good repair as they are now, or if waste is committed on said premises, then this conveyance shall terminate and all the rights herein conferred shall revert unto the grantor, his heirs and assigns forever, and the title to this indenture shall remain in the grantor until such time as the premises hereinafter described shall have been sold by him or his heirs or assigns, and the proceeds of such sale shall be applied to the payment of the taxes on said real estate and to the redemption of the mortgage on said real estate, and the balance of the proceeds shall be paid to the grantor, his heirs or assigns.

_____ 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 and the interest thereon, in the manner prescribed by law and if there be, shall be paid by the part-_____ to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, shall be paid by the part-_____ making such sale, on demand, to 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 party Y of the first part has hereunto set his hand and seal the day and year last above written.

Arthur Belt (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 16th day of March A.D. 1946, before me, a
Notary Public in the aforesaid County and State, came

Arthur Belt, a single man

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

(SEAL)

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. Ehr

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 27th day of June, 19 47

Attest: *L E Eby* (Corporal)
Secretary

The Lawrence Building and Loan Association
 J. C. Robinson - President Mortgagee. Owner

This release
was written
on the original
mortgage entered
this 27 day
of June
1947
James O. B.
Reg. of Deeds
J. B. D.
Deputy