

## MORTGAGE RECORD 91

Receiving No. 27497 &lt;

Reg. No. 4758

Fee Paid, \$ 7.50

FROM  
Walter R. Thompson and Ethel Thompson  
 TO  
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 3 day of  
April A. D. 1946, at 10:10 o'clock A.M.  
Harold G. Beck  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 2nd day of April, in the year of our Lord, one thousand nine  
 hundred and forty-six, between  
Walter R. Thompson and Ethel Thompson, husband and wife  
 of Lawrence in the County of Douglas and State of Kansas  
 part 105 of the first part, and The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of  
Three Thousand 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 Y of the second part,  
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South 39 $\frac{1}{2}$  feet of Lot No. Twenty Eight (28) on New Hampshire Street, in the city of Lawrence

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 105 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 105 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 become 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 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 105 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured

indebtedness as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Three Thousand and no/100 DOLLARS, to them duly paid, the receipt of

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 2nd day of April, 1946,  
 and by its 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 pay to discharge any taxes with interest thereon as herein

provided money advanced by the said part Y of the second part to pay for any insurance, or either, 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 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 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 part Y 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

making such sale, on demand, to the first part 105  
 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 part 105 of the first part have hereunto set their hand and seal 3 the day and year last above  
 written.

Walter R. Thompson (SEAL)

Ethel Thompson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
 County of Douglas

BE IT REMEMBERED, That on this 2nd day of April, A.D. 1946, before me, a  
Notary Public in the aforesaid County and State, came

Walter R. Thompson and Ethel Thompson, husband and wife

to me personally known to be the same person s, 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 21 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 12th day of August, 1947

The Lawrence Building and Loan Association  
M. E. Beck - Vice President Mortgagee.

- Owner

This release  
 was written  
 on the original  
 mortgage

Entered  
 this 18 day  
 of August  
 1947

Harold G. Beck  
 Reg. of Deeds

Deputy

(Copy Seal)

Arrest Imogene Edwards  
Asst. Secretary