

## MORTGAGE RECORD 91

Reg. No. 4780

Fee Paid \$ 4.25

FROM

Archie P. Dumas and Maxine Gladys Dumas

TO

The Lawrence Building Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

April A. D. 1946, at 4:30 o'clock P. M.

Register of Deeds

Deputy.

THIS INDENTURE, Made this 11th day of April, in the year of our Lord, one thousand nine hundred and forty-six between Archie P. Dumas and Maxine Gladys Dumas, Husband and wife

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

part Y\_\_\_\_\_ of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventeen 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:

"Beginning at a point two hundred forty-five (245) feet south of the northeast corner of Block Three (3) in Earl's addition to the city of Lawrence, Kansas, in Douglas County, Kansas; thence running west one hundred seventeen (117) feet; thence north one hundred fifteen (115) feet; thence east one hundred seventeen (117) feet; thence south one hundred fifteen (115) feet 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 65 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 party 1st 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 party 2nd of the second part, the loss, if any, made payable to the party 2nd of the second part to the extent of 1/2 interest. And in the event that said party 1st 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 party 2nd 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 mortgage, 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 Sixteen Hundred and no/100 - - DOLLARS, according to the terms of one certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 11th day of April 19 46, and by 46 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 sum of money advanced by the said party \_\_\_\_\_ of the second part to pay for any insurance, no discharge any taxes with interest thereon as hereinafter provided, the said party \_\_\_\_\_ of the second part to pay for any insurance, no discharge any taxes with interest thereon as hereinafter provided in the said party \_\_\_\_\_ of the second part to pay for any insurance, no discharge any taxes with interest thereon as hereinafter provided in this indenture.

and part of the \$6,500 fee that said party shall pay for the same as provided in this indenture.

Notwithstanding the foregoing, the obligations of said party to pay the taxes and the obligations contained therein fully discharged, if default 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 premises hereunto conveyed shall revert to the grantors, and the taxes and insurance hereunto provided for shall be paid, and the premises 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 party of the second part to

immediately mature and due to the purchaser 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 arising 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 taxes and charges incident thereto, 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 part. 102

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 arising therefrom shall extend and be binding on the heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, The part ies of the first part ha ve hereunto set their hand and seal s the day and year last above written.

Archie P. Dumas (SEAL)

Maxine Gladys Dumas (SEAL)

(5EAL)

(571)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED. That on this 11th day of April A.D. 1946 before me, a

L. E. Eby in the aforesaid County and State, came Archie P. Dumas and Maximo

Gladys Dumas 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 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 26th day of March, 1955.

Attest: Emogene Howard  
(Corp. Sec'y) Asst. Secretary

This release  
was written  
on the original  
mortgage  
entered  
this 26th day  
of March  
19 55  
Harold G. F.  
Reg. of Deeds