

MORTGAGE RECORD 91

Reg. No. 4805

Fee Paid, \$ 5.50

FROM

Arnold R. Lange and Joan B. Lange

TO

Lawrence Building and Loan Association.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of

_____ April

 A. D. 1946, at 11:40 o'clock A. M.

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 20th day of April, in the year of our Lord, one thousand nine hundred and forty-six between

_____ and _____
 _____ Arnold B. Lange and Joan B. Lange, husband and wife _____

 of _____ Lawrence _____ in the County of _____ Douglas _____ and State of _____ Kansas
 part 103 of the first part, and _____ The Lawrence Building Loan Association _____ part y _____ of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty- Two Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he ya 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:

The West Ninety-five feet of The South Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of Block Thirty-One (31) On Wisconsin Street in West Lawrence, an addition to the City of Lawrence.

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

And the said part 103 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 1/3 of the first part shall pay the taxes and 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 in said 1/3 of the second part, the loss, if any, made payable to the part 2/3 of the second part to the extent of 1/3 interest. And in the event that said part 1/3 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 2/3 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 said 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 Twenty-Two 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 20th day of April, 1946.

and according to the terms of W-2, certain certain obligation, and the payment of such obligation shall be secured by the and by its 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, or either, and the amount so paid shall become a part of the moneys, secured by the and by its terms provided, in the event of the second part provided in this indenture.

part 188 of the first part shall fail to pay the same as provided in this indenture. Y and the obligation contained therein fully discharged. If default be made in such payments or any other payment due hereunder, the whole principal sum of the bonds hereunder shall become due and payable at the option of the holder hereof, and the obligation contained therein shall be deemed to be 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 sue and sue out process to enforce the same.

_____ 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 pay the same to the said _____ out of all moneys arising from such sale and 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 part. _____

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

Arnold R. Lange (SEAL)

Joan B. Lange (SEAL)

_____(SEAL)

_____(SEAL)

STATE OF Kansas } ss.
County of Douglas

BE IT REMEMBERED, That on this 20th day of April A.D. 1946, before me, a

Notary public _____ in the aforesaid County and State, came.

Arnold R. Lange and Joan B. Lange, husband and wife

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

(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. 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 28 day of February, 1947

H. E. Decker Vice-Pres

Mortgages



This release
was written
on the original
mortgage
this 28 day
of Feb

1947
James A. Beck
Reg. of Deeds
John F. Brown
Deputy

Attest: J. E. Ely
Secretary

(Pass Seal)

G. E. Becker Vice-Pres.