

MORTGAGE RECORD 91

Reg. No. 5079
Fee Paid, \$ 10.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

August A. D. 19 46, at 9:55 o'clock A. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 3rd day of August, in the year of our Lord, one thousand nine hundred and Forty-six between
Orville L. Edmonds and Margaret Edmonds, husband and wifeof Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Associationpart Y of the second part.
WITNESSETH, That the said parties of the first part, in consideration of the sum of
Forty-two 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 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:Lots Nos. three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in West Manor in
Given Court, an Addition to the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 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 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 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 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 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 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
Forty-two Hundred and no/100 DOLLARS,according to the terms of certain written obligation for the payment of said sum of money, executed on the 3rd day of August 1946
and by the part Y of the second part to pay for any insurance, or either, or both, as may be specified in said written obligation, and also to secure any sum
or sums of money which said part Y of the second part may be obligated to pay for any insurance, or either, or both, as may be specified in said written obligation, in the event that
said part 1st of the first part shall fail to pay the same as herein provided.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 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
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 part Y
making such sale, on demand, to the first part 1st.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 1st of the first part have hereunto set their hand and seal the day and year last above
written.*Orville L. Edmonds* (SEAL)*Margaret Edmonds* (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }BE IT REMEMBERED, That on this 3rd day of August, A.D. 19 46, before me, a
Notary Public in the aforesaid County and State, came*Orville L. Edmonds and Margaret Edmonds, husband and wife*(SEAL) 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 21st day of April, 1950.

My commission expires April 21, 1950. 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 9th day of December, 19 47.Attest: *L. E. Eby*
Secretary (Corp. Seal)*The Lawrence Building & Loan Association*
J. C. Brinkman President Mortgagee.This release
was written
on the original
mortgage
entered
this 12th day
of Dec
1947.
Harold A. Beck
Reg. of Deeds