

FROM

Perry P. Dillon and Velma V. Dillon

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

August A. D. 1946, at 4:05 o'clock P. M.

By Frank A. Boep Register of Deeds.
Deputy.

THIS INDENTURE, Made this 13th day of August, in the year of our Lord, one thousand nine hundred and forty-six, between Perry P. Dillon and Velma V. Dillon, husband and wife

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

WITNESSETH, That the said parties 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 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 Half of the Southeast Quarter of Block Three (3) in Earl's Addition less Five (5) feet off the North side thereof, in the City of Lawrence, also Beginning at a point Three Hundred Thirty (330) feet East of the center of Delaware Street and Three Hundred Forty Five (345) feet South of the center of Quincey Street; now called Eleventh (11) Street; thence North One Hundred Seventy Five (175) feet; thence East One Hundred Eighty Three (183) feet; thence South One Hundred Seventy Five (175) feet; thence West One Hundred Eighty Three (183) feet to point of beginning, all in Block Three (3) in Earl's Addition to the City of Lawrence, also Beginning at the Southeast corner of the Northwest Quarter of Block Three (3) of Earl's Addition to the City of Lawrence, thence running West two Hundred Ninety (290) feet; thence North One Hundred Seventy (170) feet; thence East Two Hundred Ninety (290) feet; thence South to the place of beginning, except one lot beginning at the Southwest corner of said foregoing description; thence running North Sixty (60) feet; thence East One Hundred Seventeen (117) feet; thence South Sixty (60) feet; thence West to the place of beginning all in the City of Lawrence, Kansas

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

And the said party 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 thereon.

It is agreed between the parties hereto that the party 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 of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 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 Three Thousand and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th day of August, 1946, 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 or sums of money advanced by the said party of the second part to pay for any insurance, of any kind, and the amount of such sum or sums shall be ascertained by the said party of the second part, and the same shall be paid to the party of the first part, in the event that the said party of the first part shall fail to pay the same when the same become due and payable, 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 party 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 and all the improvements thereon 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 overplus, if any there be, shall be paid by the party of the first part to the party of the second 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 of the first part hereunto set their hand and seal on the day and year last above written.

Perry P. Dillon (SEAL)

Velma V. Dillon (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 14th day of August, A.D. 1946, before me, a Notary Public in the aforesaid County and State, came

Perry P. Dillon and Velma V. Dillon, 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 1st day of April 21st, 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 13th day of August, 1946

Witness my hand and seal this 13th day of August, 1946, at Lawrence, Kansas.

L. E. Eby Register of Deeds. The Lawrence Building and Loan Association Mortgagee. H. C. Brinkman Pres. Owner.

(Complete)

This release was written on the original mortgage entered this 14th day of August, 1946.

L. E. Eby Register of Deeds.
H. C. Brinkman Deputy.

(Complete)