

MORTGAGE RECORD 91

Reg. No. 5156
Fee Paid, \$10.75

FROM
Robert Milton Rose and Marguerite M. Rose
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 5th day of
September A. P. 1946, at 10:55 o'clock A. M.
By Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 5th day of September, in the year of our Lord, one thousand nine hundred and Forty-six, between
Robert Milton Rose and Marguerite M. Rose, 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
parties of the second part.

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

Lot One Hundred Seventy Eight (178) on Rhode Island Street in the City of Lawrence,
Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said parties 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 parties 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the
extent of the interest. And in the event that said parties 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 parties 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 Three Hundred and no/100 DOLLARS,
according to the terms of the certain written obligation for the payment of said sum of money, executed on the 5th day of September 1946,
and by the terms made payable to the parties 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 parties of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by
said parties of the first part, with interest thereon as herein provided, in the event that
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 parties 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 in and 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 overplus, if any there be, shall be paid by the parties
making such sale, on demand, to the first parties of the first 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 parties of the first part have hereunto set their hand and seal the day and year last above
written.

Robert Milton Rose (SEAL)
Marguerite M. Rose (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas }
County of Douglas } ss.

BE IT REMEMBERED, That on this 5th day of September A.D. 1946, before me, a
Notary Public in the aforesaid County and State, came

Robert Milton Rose and Marguerite M. Rose, husband and wife
(SEAL) to me personally known to be the same persons 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 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 15th day of March, 1956.

attest: Emory Howard
Notary Public
(exp. 1956)

The Lawrence Building and Loan Association
W. E. Dierck, Vice President

This release
was written
on the original
mortgage.

I entered
this 17th day
of March
1956.

Harold A. Beck
Reg. of Deeds

Emory Howard
Notary Public