

## MORTGAGE RECORD 91

Reg. No. 5198  
Fee Paid, \$ 2.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of

TO

September A. D. 1946 at 3:30 o'clock P. M.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 11th day of September, in the year of our Lord, one thousand nine hundred and forty-six between Carl L. Beebe and Pauline Beebe, 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  
One thousand and no/100 - - - - - \$ - - - - - DOLLARS, to them duly paid, the receipt of  
 which is hereby acknowledged, have lawfully sold, and by this indenture do - - - Grant, Bargain, Sell and Mortgage to the said party Y of the second part,  
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Two (2) in Doane's Subdivision of Block Seven (7) in Earl's 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 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 part 100 of the first part shall at all times during the life of this indenture, pay all taxes 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 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 100 percent interest. And in the event that said part 100 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 One Thousand and no/100 - - - - - DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, secured on the 11th day of September 1946, by 11 terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also, to the part Y of the sum of money advanced by the said part Y of the second part to pay for any insurance, of 11 of the first part, and to the same as provided in this indenture.

and part of the of the first part. If said payment is 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 same shall remain so, and the same shall be binding on the parties hereto and their heirs and assigns forever. It is further covenanted and agreed that the said parties of the second part shall defend and maintain the title to the premises hereinafter described, without expense, and it shall be lawful for the said parties of the second part to

immediately mature and become due and payable at the option of the said trustee, without notice, and it shall be the duty of the said trustee 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 thereon and to pay the same to all the premises hereby created, 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 said trustee making such sale, on demand, to the first party claiming the same.

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 in 10 hereunto set their hand and seals 3 the day and year last above written.

Carl L. Boobo (SEAL)

Pauline Boobe (SEAL)

\_\_\_\_\_ (SEAL)

(SEAL)

STATE OF Kansas  
County of Douglas } ss.

BE IT REMEMBERED, That on this 11th day of September A.D. 1946, before me, a notary public in the aforesaid County and State, came

Carl L. Beebe and Pauline Beebe, husband and wife

to me personally known to be the same persons — who executed the

(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~~ April ~~next~~ 21, 19 50.

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 26 day of September, 1947.

Artist: LEEby  
Secy. (copied)

The Lawrence Lumber & Lumber Association  
H.E. Mosher - Pres. - Mortgagee. Owner

This release  
was written  
on the original  
mortgage  
entered  
this 26 day  
of Sept  
194 7

James B. ...  
Reg. of Bonds  
John J. ...  
Deputy