

Receiving No. 30096

MORTGAGE RECORD 91

Reg. No. 5230

Fee Paid, \$0.75

FROM

John L. Taylor and Ivah Taylor

TC

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4th day of

October A. D. 1946, at 1:00 o'clock P. M.

By Harold A. Beck Deputy.
Register of Deeds.

THIS INDENTURE, Made this 4th day of October, in the year of our Lord, one thousand nine hundred and forty-six between _____

John L. Taylor and Ivah Taylor, 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

part Y of the second part.

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

Lot Numbered Thirty-six (36) in Fair Grounds, an addition to the City of Lawrence

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

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner(s) of the premises above granted, and of all good and valuable rights and claims therein, free from all liens, mortgages, charges or encumbrances except a mortgage given to the Lawrence Building and Loan Association for \$2200.00 dated March 28th, 1946 recorded in book 691 at page 270 of the Register of Deeds Records.

The said parties do hereby warrant and defend the same against all parties making valid claim thereto.

It is agreed between the parties hereto that the part ies 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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado to the extent of its 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 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...

Three 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 4th day of October, 1946
and by These terms made payable to the party of the second part, with all interest accrued thereon, including any part of said interest not previously paid,
or sums of money advanced by the said party of the second part to pay for any insurance, or for any other purpose, and the sum of money so advanced shall be added to the sum of money due and unpaid at the time of the making of this assignment, and the sum of money so advanced shall be paid by the said party of the first part shall fall to pay the same as provided in this indenture.

and parties hereto shall be deemed to have agreed to pay, and to have provided for, the taxes, interest, and the obligations 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 up as good repair as they are now, or if waste is committed on said premises, then this conveyance shall be null and void, and the premises shall revert to the grantor, and the grantor or grantor's estate shall have the right to enter and retake possession of the premises, and the premises immediately mature and become due and payable. It is 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 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 party making such sale, on demand, to the first party above mentioned of this instrument.

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

Ivah Taylor (SEAL)

John L. Taylor (SEAL)

FORM 10-75 (SEAL)

_____ (SEAL)

14-00000 (SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 4 day of October A.D. 1946, before me, a

Notary Public _____ in the aforesaid County and State, came

John L. Taylor and Ivah Taylor, husband and wife

to me personally known to be the same person, \$ who executed the foregoing instrument and duly acknowledged the execution of the same.

(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 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 22nd day of April, 1949.

attest: L. E. Eby Secretary (Original) The Lawrence Building & Loan Association H. E. Becker Vice President Mortgage. Exec. Sec. J. B. Dancy

This release
was written
on the original
mortgage
entered
this 11th day
of April
1949
Edward R. Bick
Reg. of Deeds
Wash. D.C.
Dep't