

Receiving No. 30607

MORTGAGE RECORD 91

Reg. No. 5327
Fee Paid, \$5.00

FROM
James L. Sparks and Maryver Sparks
TO
The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 22 day of
November A. D. 1946, at 11:05 o'clock A. M.
Harold A. Beck
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 21st day of November, in the year of our Lord, one thousand nine hundred and forty-six between
James L. Sparks and Maryver Sparks, 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
Two 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:

Lot No. One Hundred Sixty Five (165) in Addition No. Two (2) in that
part of the city of Lawrence formerly known as North Lawrence, in 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 owner, ss. of the premises above granted,
and seired 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
Two 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 21st day of November 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 for the payment of said taxes and insurance, or for the payment of said taxes and insurance,
and for the first part shall be to pay the same as provided in this indenture.

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 to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all money 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 of the
first part, on demand, to the parties 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 parties of the first part have hereunto set their hands and seals the day and year last above
written.

James L. Sparks (SEAL)
Maryver Sparks (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS } ss.
County of DOUGLAS }
BE IT REMEMBERED, That on this 21st day of November A.D. 1946, before me, a
Notary Public in the aforesaid County and State, came
James L. Sparks and Maryver Sparks, husband and wife
to me personally known to be the same persons 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 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 20th day of March, 1947.
at St. Lawrence Building and Loan Association
by J. P. Eby, Cashier
by W. C. Henderson, President
Mortgagee.

This release was written on the original mortgage entered this 26 day of March 1947.
James A. Beck
Reg. of Deeds
Deputy