

(526)

Boyles Legal Blanks — CASH STATIONERY CO., Lawrence, Kans.

Made this 19th day of January in the

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

to \_\_\_\_\_ DOLLARS  
duly paid, the receipt of which is hereby acknowledged, have VE sold, and by this indenture  
do \_\_\_\_\_ GRANT, BARGAIN, SELL, and MORTGAGE, to the said part V of the second part, the following described  
real estate situated and being in the County of \_\_\_\_\_ Douglas \_\_\_\_\_

with the appurtenances and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof 1976 the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 part 10% of the first part shall at all times during the life of this insurance, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the building 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 2% of the second part, the loss, if any, payable to the part 7% of the second part to the extent of 10% interest. And in the event that said part 10% of the first part shall fail to pay such taxes when the same become due and payable or to keep the same insured, as herein provided, then the part 2% of the second part may pay said taxes and insurance, or either, and the amount so paid shall fully be paid to the mortgagee, secured by this instrument, 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 Twelve Hundred and  
no/100 \_\_\_\_\_

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of January 1902, and by its 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 secure any sum or sums of money advanced by the said part Y of the second part to pay for any invoice or to discharge any taxes with interest thereon as herein provided, in the event that said part Y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments 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 rate on said real estate shall be increased, or if the mortgage shall be foreclosed, or if the premises shall be sold, or if the title to the premises or the real estate are not kept in as good repair as they are now, or if waste is committed, or if the premises shall be damaged, or if the premises and the whole sum remaining unpaid, and all of the obligations provided for in this written obligation, for the security of which this indenture is made, shall ever become due and payable at the option of the mortgagee, and it shall be lawful for the mortgagee to take the said part        of the second payments thereon in the manner provided by law and to have a receiver appointed to collect the rents and become a mortgagee of the premises hereafter granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the premises hereafter granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the said part        of the second payments thereon, and the balance of the moneys arising from such sale, to be paid by the part        making such payment, on demand, to the first part        *e.g.* the

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 seal S. the day and year last above written.

of the first part have herunto set their hand s

Howard N. Richmond (SEAL)  
Kelen L. Richmond (SEAL)

STATE OF Kansas } SS  
COUNTY OF Douglas

Be It Remembered, That on this 19th day of January A. D. 19 52  
before me, a Notary Public in the aforesaid County and State,  
came Howard A. Rothwell and Helen L. Rothwell, husband  
and wife.

to me personally known to be the same person...S... who executed the foregoing instru-  
ment 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 April 21 1954

Recorded January 19, 1952 at 11:20 A. M.

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 16th day of February 1952

The Lawrence Building and Loan Association  
By H. C. Brinkman President  
Mortgagee.

Attest: L. E. Eby  
Secretary (Corporation Seal)

was written  
 on the original  
 mortgage  
 rd. entered  
 and 20 day  
 of Sept  
 19 1922  
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 Reg. of Deeds  
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