

500

No. 17, 1954
Fee Paid \$1.25

52923 BOOK 106

MORTGAGE

(No. 52K)

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

This Indenture, Made this 26th day of July, 1954 between
Vernice Rothwell and Clarence M. Rothwell, wife and husband

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and Fred G. Soxman and Jessie L. Soxman, husband and wife, as joint
tenants, with full right of survivorship and not as tenants-in-common part 1st of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of
Five Hundred * * * * * 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 part 1st of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:

Lot Sixteen (16), Block Seven (7), in South Lawrence.

Including the rents, issues, and profits thereof provided however that the
Mortgagors shall be entitled to collect and retain the rents, issues, and
profits until default hereunder.

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

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are 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,
except, subject to a prior mortgage on the above property, dated June 19, 1954, for \$5962.40
payable \$126.00 due on 26th each month.

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 1st of the first part shall at all times during the life of this Indenture, 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 are
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 1st of the second part, the loss, if any, made payable to the part 1st of the second part to the extent of their
interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep
said premises insured as herein provided, then the part 1st 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

Five Hundred and no/100 * * * * * DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 26th
day of July, 1954, and by its terms made payable to the part 1st 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 1st of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event
that said part 1st 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 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 part 1st 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 part 1st making such sale, on demand, to the first part 1st.

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 part 1st of the first part hereunto set their hands and seal the day and year
last above written.

Clarence M. Rothwell (SEAL)
Vernice Rothwell (SEAL)
(SEAL)

STATE OF KansasDouglasCOUNTY, SS.

BE IT REMEMBERED, That on this 26th day of July, A. D. 1954
before me, a notary public in the aforesaid County and State,
came Vernice Rothwell and Clarence M. Rothwell, wife and
husband

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 Comm. Expires

January 31955

Notary Public

Harold A. Beck
Release

I the undersigned owner of the within mortgage, do hereby acknowledge the
return and full payment of the debt secured thereby, and authorize the Registrar
to enter the discharge of this mortgage of record. Dated this
1st day of April, 1954.
Fred G. Soxman
Fred G. Soxman, Mortgage Owner