Reg. no. 11,604
Fee paid $1.25

81

5??? Book 111

MORTGAGE (No. 52K) Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this eighteenth day of October, 1955 between Louise Withers, a widow,

of Lawrence, in the County of Douglas and State of Kansas, party of the first part, and The First National Bank of Lawrence, Lawrence, Kansas, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Five Hundred and no/100 - DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does 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:

The South Half (½) of Lot No. Forty (40) and the North Five (5) feet of Lot No. Forty-Two (42) on Rhode Island Street, in the City of Lawrence.

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is 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 a real estate mortgage payable to The First National Bank of Lawrence, Lawrence, Kansas, for $1,000.00 dated May 18, 1955, the same being recorded on the 18th day of May, 1955, in Book 109 of Mortgages at page 3?3, and that she will warrant and defend the same against all parties making lawful claim thereto. of the Records of Douglas County, Kansas.

It is agreed between the parties hereto that the party 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 she shall 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 party 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 one certain written obligation for the payment of said sum of money, executed on the 18th day of October 1955, and by its terms made payable to the party 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 party 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 party 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 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.

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 party of the first part has hereunto set her hand and seal the day and year last above written.

Louise Withers (SEAL)
Louise Withers
(SEAL)
(SEAL)

STATE OF Kansas,
Douglas COUNTY, } ss.

BE IT REMEMBERED, that on this eighteenth day of October A. D. 1955 before me, a Notary Public in the aforesaid County and State, came Louise Withers, a widow,

to me personally known to be the same person 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 April 17 1956
Kelvin Hoover
Kelvin Hoover
Notary Public

Recorded October 18, 1955 at 10:10 A.M. Release Harold A. Beck Register of Deeds

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 31st day of January 1956
(Corp. Seal)
The First National Bank of Lawrence, Kansas
By C. B. Martin Vice President
Mortgagee. Owner.

1st February 56
Harold A. Beck
[illegible]