

57813 Book 111

MORTGAGE

(No. 59)

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this

day of

1955 between

of Lawrence, in the County of
parties of the first part, and

and State of Kansas

past, of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of

Twenty-five hundred and no/100

DOLLARS

to him, duly paid, the receipt of which is hereby acknowledged, hath 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 Twenty-three (123) in Fairfax Addition, an
Addition to the City of Lawrence,

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

And the said party of the first part do hereby covenant and agree that at the delivery hereof, 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 he will warrant and defend the same, against all parties making lawful claim thereto.

It is agreed between the parties hereto, that the party of the first part shall, 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 he 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of 10%
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 Twenty-five hundred and no/100

DOLLARS,
according to the terms of October 1955, certain written obligations for the payment of said sum of money, executed on the 19th
day of October 1955, and by 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 water 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 of the second part, 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 his hand, S., and seal, the day and year
last above written.

Albert J. Brinkman (SEAL)
Albert J. Brinkman

Elogene Brinkman (SEAL)
Elogene Brinkman

This release
was written
on the original
mortgage
entered
this 2nd day
of October
1957

Harold A. Beck
R. 27 of Dando

*By Marjorie
Beck*

STATE OF Kansas
County, ss.

BE IT REMEMBERED, That on the 30th day of October, A. D. 1955,
before me, Notary Public, in the aforesaid County and State,
came Albert J. Brinkman and Elogene Brinkman,

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.

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

1955

L. E. Eby

Notary Public

Recorded October 21, 1955 at 1:15 P.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 8th day of October, 1957. The Lawrence Building and Loan Association

Attest: Imogene Howard, Ass't. Secretary H. C. Brinkman, President. Mortgagor.

(Corp Seal)