

61225 BOOK 114

## MORTGAGE

(No. 52K)

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

This Indenture, Made this 30 day of October, 19 56 between  
**E. D. Brown and Iva Brown, his wife**

of **Eudora** in the County of **Douglas** and State of **Kansas**  
 part 1st of the first part, and **Clarence S. Fuller and Henrietta A. Fuller, his wife**  
 part of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of  
One thousand and no/100 DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

**Lots 1 to 20, in Block 36**

**Lots 1,2,3,4,5,16,17,18,19 & 20 in Block 43 all in the city of Eudora, Kansas.**

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.

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  
they will  
 and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that  
 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  
One thousand & no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30  
 day of October 19 56 and by 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  
1st of the second part to take possession of the said premises and all the improve-  
 ments 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 ha ve hereunto set their hand and seal the day and year  
 last above written.

*E D Brown* (SEAL)  
*Iva Brown* (SEAL)  
 (SEAL)

STATE OF **Kansas**  
 COUNTY OF **Douglas** ) ss.  
 BE IT REMEMBERED, That on this 30 day of October A. D. 19 56  
 before me, a Notary Public in the aforesaid County and State  
 came **E. D. Brown and Iva Brown, his 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 7-25-59 59  
 Notary Public

Recorded November 13, 1956 at 3:30 P.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 28 day of October 1958.

**Henrietta A. Fuller**  
**Clarence S. Fuller**

Mortgagee. Owner.

This release  
 was written  
 on the original  
 mortgage

entered  
 this 28th day  
 of October  
 1958

*Henrietta A. Fuller*  
*Clarence S. Fuller*  
 Mortgages