

67228

BOOK 119

MORTGAGE

(No. 52K)

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

This Indenture, Made this 2nd day of October, 1958 between
Robert J. O'Dell and Fernie G. O'Dell, husband and wife
 of Lawrence, in the County of Douglas and State of Kansas
 part 1st of the first part, and The Lawrence Building and Loan Association
 part y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of
Six thousand and no/100 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 y 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. Forty (40), in Block Two (2), in
 Babcock Place, an Addition to the City of
 Lawrence.

The mortgagors understand and agree that this is a purchase money
 mortgage.

with the appurtenances and all the estate, title and interest of the said parties 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 S
 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
 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of 1st
 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 y 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 Six thousand and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2nd
 day of October, 1958, 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 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 y 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 y 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 have hereunto set their hands and seal the day and year
 last above written.

Robert J. O'Dell (SEAL)
 Robert J. O'Dell (SEAL)
Fernie G. O'Dell (SEAL)
 Fernie G. O'Dell (SEAL)

STATE OF KANSAS
DOUGLAS COUNTY, KS.



BE IT REMEMBERED, That on this 2nd day of October, A. D. 1958
 before me, L. E. Eby, a Notary Public in and
 for said County and State, came Robert J. O'Dell and Fernie G.
O'Dell, husband and wife
 to me personally known to be the same person S who executed the foregoing Instrument of writing,
 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, 1962

L. E. Eby Notary Public
 L. E. Eby

Recorded October 2, 1958 at 11:14 A.M. Harold A. Beck Register of Deeds

I the undersigned, Register of the within mortgage, do hereby acknowledge the full payment of the debt
 secured therein, and authorize the said mortgage to be entered for discharge of this mortgage of record.

(Corp. Seal) Attest: Imogene Howard, Ass't. Secretary H. C. Brinkman, President

Mortgagee.

The undersigned
 hereby certify that
 the foregoing
 mortgage was
 duly recorded
 in the
 public records
 of the
 State of
 Kansas
 on the
 21st day
 of
 June
 1958

Harold A. Beck

By Janice Beeson