

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Two Hundred Fifty Five Dollars and No/Cents ----- DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and by their 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 1ES 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 1ES.

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 1ES of the first part have their hand S and seal \_\_\_\_\_ the day and year last above written.

Dale F. Black (SEAL)

Dale F. Black (SEAL)

Bonnie J. Black (SEAL)

Bonnie J. Black (SEAL)

STATE OF Kansas

Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 22nd day of April A. D. 19 60

before me, \_\_\_\_\_, a Notary Public in and for said County and State, came Dale F. Black and Bonnie J. Black Husband and Wife

to me personally known to be the same person 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 January 30, 1961

Norman D. White Notary Public  
Norman D. White

This release  
was written  
on the original  
mortgage  
this 2 day  
of October  
19 60

Harold A. Beck  
Register of Deeds

By: Janice Beem  
Deputy

Recorded April 26, 1960 at 3:15 P.M.

RELEASE

Harold A. Beck Register of Deeds  
By: Janice Beem Deputy

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 First day of October 1962. The Lawrence National Bank, Lawrence, Mortgagee. Owner. Kansas  
Vice President, George H. Ryan

Corp. Seal

Reg. No. 15,672

Fee Paid \$212.50

73241

BOOK 124

## MORTGAGE

Loan No. R-1-50528LB

This Indenture, Made this 5th day of February, 19 60

between Roy C. Terrill and Melba K. Terrill, his wife

Douglas of Douglas County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Eighty-five Thousand and No/100 ----- DOLLARS

made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit: