

77458

BOOK 128

MORTGAGE

(No. 525)

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This Indenture, Made this 7th day of July, 1961 between
Jesse Irine and Wilma L. Irine, Husband and Wife
 of Lawrence in the County of Douglas and State of Kansas
 part 1st of the first part, and The First National Bank of Lawrence, Lawrence, Kansas
 part 2 of the second part.
 Witnesseth, that the said part 1st of the first part, in consideration of the sum of
Four Thousand and no/100 DOLLARS
 to loan duty paid, the receipt of which is hereby acknowledged, has sold, and by
 this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2 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 Forty (140) on New York Street in the City of Lawrence,
in Douglas County, 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 and 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 therein.

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 become 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 2 of the second part, the loss, if any, made payable to the part 2 of the second part to the extent of
 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 2 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 Four Thousand and no/100 DOLLARS
 according to the terms of the 1st certain written obligation for the payment of said sum of money, executed on the Seventh
 day of July, 1961 and by its terms made payable to the part 2 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 2 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 2 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 surplus, if any there be,
 shall be paid by the part 2 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 thence so, 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 by their hand and seal, the day and year
 last above written.

Jesse Irine (SEAL)
Jesse Irine (SEAL)
Wilma L. Irine (SEAL)
Wilma L. Irine (SEAL)

STATE OF KANSASDOUGLAS

COUNTY

BE IT REMEMBERED, that on this 7th day of July, A. D. 1961before me, a Notary Public in the aforesaid County and State,
Jesse Irine and Wilma L. Irine, Husband and Wifeto 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 September 17, 1961E. B. Martin

Notary Public.

Recorded July 10, 1961 at 1:30 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 23rd day of June 1971.

The First National Bank of Lawrence, Lawrence, Ka.

(Corp. Seal)

H. D. Flanders, Vice President Mortgagee. Owner.

This release
 is the full
 discharge of
 the within
 mortgage
 and is to be
 recorded in
 the office of
 the Register
 of Deeds
 of Douglas
 County, Kansas
 on the 23rd
 day of June
 1971
H. D. Flanders
 Vice President
 The First National Bank of Lawrence, Lawrence, Ka.