

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 28th day of September 1965

Bill Bodin
Mortgagee.

Reg. No. 19,748
Fee Paid \$9.25

TS: release
was written
on the original
mortgage
this 4 day
of October
1965

Janice Beem
Reg. of Deeds
By: Janice Beem
Deputy

MORTGAGE	58602	BOOK 138	(Page 328)	The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas
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This Indenture, Made this 16th day of July, 1964 between Monroe White and Thelma White, husband and wife

of Lawrence, in the County of Douglas and State of Kansas.

part 1st of the first part, and Bill Bodin part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Three Thousand and Seven Hundred and Fifty (\$3,750.00) - - - - - 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:

Lots 127 and 128 in Block 44 in West Lawrence,
an addition to the City of Lawrence, 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, without exception

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 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 Y of the second part, the loss if any, made payable to the part Y of the second part to the extent of his 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 Three Thousand and Seven Hundred and Fifty (\$3,750.00) - - - - - DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 16th day of July 1964, 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 it shall be made in such payments or any part thereof on 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, his heirs or assigns, 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, together with the principal and interest, in the manner prescribed by law, and out of all moneys arising from such sale to satisfy 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 Y making such sale, on demand, to the first parties.

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 hand and seal and that day and year last above written.

Monroe White (SEAL)
Thelma White (SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 16th day of July, A. D. 1964
before me, a Notary Public in the aforesaid County and State,
came Monroe White and Thelma White, 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 October 2, 1964 Olyde F. Mersmann Notary Public

Recorded July 17, 1964 at 10:00 A.M.

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