

281

Reg. No. 1,669  
Fee Paid \$2.50

281

MORTGAGE

7178 BOOK 145

(No. 52K)

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This Indenture, Made this 16th day of December, 1966 between  
Ellen C. Shanks, a widow  
of Lawrence, in the County of Douglas and State of Kansas  
party of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas  
party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of  
One thousand and no/100 - DOLLARS  
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lot One Hundred Twenty-two (122) in Country Club  
North, an addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is 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, except  
mortgage dated September 21, 1964 in the amount of \$12,000.00 recorded in book  
138, page 516, Register of Deeds  
Douglas County, Kansas and that she will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 she 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 party of the second part, the loss if any, made payable to the party of the second part to the extent of 115  
interest. And in the event that said party 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 party 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 and no/100 - DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 16th  
day of December 1966 and by its terms made payable to the party 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 party 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 party 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 party 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 party of the second part making such sale, on demand, to the first party of the first part.

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 party of the first part has hereunto set her hand and seal the day and year  
last above written.

Ellen C. Shanks (SEAL)  
Ellen C. Shanks (SEAL)

STATE OF KANSAS  
DOUGLAS COUNTY

BE IT REMEMBERED, That on this 16th day of December, A. D. 1966  
before me, a Notary Public in the aforesaid County and State  
came Ellen C. Shanks

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 June 17, 1969

Warren Rhodes  
Notary Public

Recorded December 16, 1966 at 3:05 P.M.

RELEASE  
Gencie Beem Register of Deeds

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 1st day of March 1967

The First National Bank of Lawrence, Lawrence, Kansas  
Mortgagee. Owner.

William B. Lienhard, Vice President

(Corp Seal)

Warren Rhodes  
Notary Public  
Gencie Beem  
Register of Deeds  
March 1st 1967