

31898 BOOK 92

MORTGAGE

(No. 52 K)

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**This Indenture**, Made this 2nd day of April, 1947, in the  
year of our Lord one thousand nine hundred and forty seven  
Lowell E. Risk and Kathryn Ruth Risk, his wife

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

parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of

One thousand and no/100 : : : : : DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by this indenture  
do 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:

Beginning at the Northwest corner of the East  $7\frac{1}{2}$  Acres of the North 10 acres of  
the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section One (1) Township  
Thirteen (13) South Range Nineteen (19) East of the 6th P.M. thence South along  
the West line of said East  $7\frac{1}{2}$  acres, 220 feet to an Iron Pipe in the Hedge, thence  
East and parallel with the North line of the said East  $7\frac{1}{2}$  acres, 128+2 feet to an  
Iron Pipe in the West line of the alley between Mississippi and Illinois Streets  
of University Place, an addition to the City of Lawrence produced South thence North  
along the said West line alley produced South 220 feet to the North line of said  
East  $7\frac{1}{2}$  acres thence West along said North line 138.5 feet more or less to the point  
of beginning, less the North 20 feet deeded to Douglas County for road purposes,  
containing 635/1000 acres more or less.

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

And the said part ies 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.

No Exceptions

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 ies of the first part shall, at all times during the life of this indenture, pay all taxes or 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 its interest. And in the event that said part ies of the first  
part shall fail to pay said 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

One Thousand and No/100 : : : : : DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 2nd day of

April 1947, 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 ies 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 ies.

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 ies of the first part have ve hereunto set their hand s and  
seal the day and year last above written.

Lowell E. Risk (SEAL)  
Kathryn Ruth Risk (SEAL)

STATE OF Kansas

COUNTY OF Douglas

Be It Remembered, That on this 4th day of April, A. D. 19 47

before me, a Notary Public in the aforesaid County and State,  
came Lowell E. Risk and Kathryn Ruth Risk, his 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 July 17, 1950

Notary Public

I, the undersigned, corner of the within, my wife, do hereby acknowledge full payment of the debt secured thereby,  
and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 8th day of November, 1947  
The Lawrence National Bank, Lawrence, Kansas  
Attest: J. J. Glasgow, Not. Public (Seal)

