

DOUGLAS COUNTY

This Release
was written
on the original
Mortgage
this 19 day
of September
1941
Harold A. Beck
Reg. of Deeds.

with all the appurtenances, and all the estate, title and interest of the parties of the first part therein. And the said E. F. Blevins and Frona Mae Sargent Blevins, husband and wife, 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.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may have been advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

E. F. Blevins
Frona Mae Sargent Blevins

STATE OF KANSAS)
DOUGLAS COUNTY) ss

BE IT REMEMBERED, That on this 29th day of September, 1941, before me, the undersigned, a Notary Public, in and for said county and state, came E. F. Blevins and Frona Mae Sargent Blevins, husband and wife, to me personally known to be the same persons 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.

(SEAL) My Commission Expires July 13, 1944

George Docking
Notary Public

Recorded September 30, 1941 at 1:40 P.M.

Harold A. Beck Register of Deeds

Receiving No. 12692 -

M O R T G A G E

THIS INDENTURE, Made this 27th day of September, 1941, by and between Elwood L. Berges and Dorothy Berges, husband and wife of Lawrence, Kansas, Mortgagors and The Lawrence National Bank Lawrence, Kansas, a corporation organized and existing under the laws of United States of America, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Thirty-Six Hundred and no/100 - - Dollars (\$3600.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

The North Fifty (50) feet of the following described tract: Beginning at a point Twenty (20) rods East and Forty (40) rods North of the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), thence East Eighteen (18) rods, thence North Two Hundred Seventeen and Five Tenths (217.5) feet, thence West Eighteen (18) rods, thence South Two Hundred Seventeen and Five Tenths (217.5) feet to the place of beginning, in Douglas County, Kansas.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the eight (8) months' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Thirty-Six Hundred and no/1000 Dollars (\$3600.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four & one-half per centum (4 $\frac{1}{2}$ %) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Lawrence National Bank in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-Two and 79/100 Dollars (\$22.79), commencing on the first day of February, 1942, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1962.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured hereby and authorize the Register of Deeds to enter the discharge of this mortgage in the public records.
Dated this 18th day of September, 1941.
(Copy Seal) E. F. Blevins, Frona Mae Sargent Blevins, Mortgagees
Lawrence National Bank, Lawrence, Kansas, Mortgagee