

MORTGAGE RECORD 91

Reg. No. 5090

Fee Paid, \$ 25.00

FROM
Mayor S. Litwin & Ella E. Litwin, husband and wife.
 TO
The First National Bank, Lawrence Kansas
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 6 day of
August A.D. 19 46, at 1:35 o'clock P. M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.
 THIS INDENTURE, Made this sixth day of August, in the year of our Lord, one thousand nine
 hundred and Forty-six between
Mayor S. Litwin and Ella E. Litwin, husband and wife
 of Emporia in the County of Lyons and State of Kansas
 parties of the first part, and The First National Bank of Lawrence
 part Y of the second part.
 WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Ten thousand and no/100 (\$10,000.00) DOLLARS, to them duly paid, the receipt of
 which is hereby acknowledged, ha va 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:

The South one-half (S $\frac{1}{2}$) of Lot Number fifty-nine (59) commonly known as 831 Massachusetts
 Street, located in the city of Lawrence,

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 incumbrance

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 such taxes when the same become due and payable and 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
Ten 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 sixth day of August, 19 46
 and by ies 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 either, and the mortgagee may foreclose on the same and take the same and the proceeds of the same
 said part ies of the first part, as herein provided, in the event that
 And this conveyance shall be void if such payment 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 surplus, if any there be, shall be paid by the part
making such sale, on demand, to 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 part ies of the first part ha va hereunto set their hand and seal the day and year last above
 written.

Mayor S. Litwin (SEAL)

Ella S. Litwin (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
 County of Douglas ss.

BE IT REMEMBERED, That on this 6th day of August A.D. 19 46, before me, a

Notary Public in the aforesaid County and State, came

Mayor S. Litwin and Ella E. Litwin, husband and wife,

(SEAL)

to me personally known to be the same person s 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 on the July 13 1946, 19 46

George Docking Notary Public.

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 31st day of July, 19 46

(Conf Seal)

The First National Bank of Lawrence
Lawrence, Kansas Mortgagee.

By Kelvin Hoover
Vice President

This release
 was written
 on the original
 mortgage

and entered
 this 2 day
August
1946

Harold A. Beck
 Register of Deeds

Harold A. Beck
 Deputy