

MORTGAGE

33600 BOOK 93

(Not. 22.30)

P. J. Berke, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture

Made this 3rd day of October, 1947, in the year of our Lord one thousand nine hundred and Forty-seven between Kenneth C. Jost and Betty Jean Jost, his wife

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank of Lawrence, Kansas

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Fourteen Hundred and no/100 DOLLARS to them July paid, the receipt of which is hereby acknowledged, by 79 sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Fifteen (15) in Block Five (5) in Haskell Place in Lawrence, Douglas County, Kansas

This mortgage is made for the purpose of financing a part of the cost of construction of this building.

with the appurtenances and all the title and interest of the said parties of the first part therein. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all persons making lawful claim thereon.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of the said part 2nd of the second part, 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 2nd of the second part, and that the part 1st of the first part shall pay such taxes when the same become due and payable or to keep and premises insured as herein provided, then the part 2nd of the second part shall pay the same 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 Fourteen Hundred and no/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 3rd day of October, 1947, and by the said part 1st of the first 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 2nd 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 default be made in such payments or if the insurance is not kept up, as provided herein, 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 taxes on said real estate are not paid when the same become due and payable, then this conveyance shall become absolute and the whole sum remaining unpaid, or 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 2nd of the second part, its successors 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 hereunder 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, shall be paid by the part 2nd of the second part, making such sale, on demand, to the first part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 parties of the first part by 79, hereunto set their hand and seal the day and year last above written.

Kenneth C. Jost (SEAL)
Betty Jean Jost (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 3rd day of October, A. D. 1947, before me, a Notary Public in the aforesaid County and State, came Kenneth C. Jost and Betty Jean Jost, his wife

to me personally known to be the same person as 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

Recorded October 6, 1947 at 9:30 A.M.

Barclay G. Beck 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. Witness my hand and seal this 1st day of October 1949 THE LAWRENCE NATIONAL BANK, Lawrence, Kansas, J. J. Berke, President (Corp. Seal) Mortgagee.

This instrument was written on the original mortgage entered this 1st day of October, 1949, at Lawrence, Kansas, by J. J. Berke, Register of Deeds.