

MORTGAGE

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(No. 52 K)

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This Indenture, Made this 7th day of November, 1947, in the

year of our Lord one thousand nine hundred and Forty-seven
between JAY E. CROY and RUTH ELLIE CROY, husband and wife

of the County of Douglas, State of Kansas

part of the first part, and The Lawrence Building and Loan Association

part of the second part.

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

thirty-five hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, in full and by this indenture

do GRANT, BARGAIN, SELL, and MORTGAGE to the said part of the second part, the following described

lot One (1) in Block fourteen (14) in University Place, an addition to

the City of Lawrence

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

And the said part 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 parties making lawful claim thereof.

It is agreed between the parties hereto that the part of the first part shall at all times during the life of this indenture, pay all taxes or assessments

that may be levied against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real

estate insured against fire and remain in such state and by such insurance company as shall be specified and directed by the part of the second part, the

loss, if any, made payable to the part of the second part to the extent of the interest. And in the event that said part of the first part

shall fail to pay such taxes when the same become due and payable or to keep and premises insured as herein provided, then the part 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 the said mortgage 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 thirty-five hundred and no/100 DOLLARS.

According to the terms of the mortgage, the part of the first part shall, for the payment of and said indebtedness, executed on this 7th day of November

1947, to the part 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 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 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 of 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 part 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 of the second 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 pertain to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective

parties hereto.

In Witness Whereof, the part of the first part by JAY E. CROY and RUTH ELLIE CROY, husband and wife, do hereby certify the day and year last above written.

JAY E. CROY
RUTH ELLIE CROY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 7th day of November, A.D. 1947

before me, a Notary Public in the aforesaid County and State,

came JAY E. CROY and RUTH ELLIE CROY, husband and 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 April 31, 1950

Notary Public

This release
was written
on the original
mortgage
entered
this 30th day
of March
1937
H. E. Croy
Reg. of Deeds
Douglas

Recorded November 8, 1947 at 11:55 A.M.

RELEASE

Norbert A. 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 of record. Dated this 27th day of March 1951
Attest: L. E. Roy Secretary
The Lawrence Building and Loan Association
by L. E. Brinkman President Mortgagee.
(CORPORATION SEAL)