

MORTGAGE

33727
(No. 52 R)

Book 25

This Indenture,

Made this 6th day of November, 1947, in the year of our Lord One thousand nine hundred and forty-seven, between S. C. Hemphill and Dora E. Hemphill, husband and 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, party of the second part.

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

TWENTY FOUR HUNDRED

DOLLARS

to them, duly paid, the receipt of which is hereby acknowledged, by the said party of the second part, GRANT, BARGAIN, SELL, and MORTGAGE, to the said party of the first part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the North East corner of the South East Quarter of the South East Quarter of Section Thirty Five (35), Township Twelve (12), Range Nineteen (19), thence North along the East line of said Section 35, as a Jess line, 26 feet to an iron pipe in the center of a public road, thence South 89 degrees and 25 minutes West 195 feet to an iron pipe, thence South and parallel to said Jess line 82.55 feet, thence South 89 degrees and 20 minutes West 256 feet, thence South and parallel to the said Jess line 412 feet, thence North 89 degrees and 24 minutes East 441 feet to the East line of said Section 35, Township 12, Range 19, thence North on the East line of said Quarter, Section 480.59 feet to the place of beginning.

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

And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and lawful estate 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 party 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 becomes due and payable, and that the party of the second part, keep the buildings upon said real estate insured against fire and tornado in such sum as shall be specified and directed by the party of the first part. And in the event that said party 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 party 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 TWENTY FOUR HUNDRED

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of November, 1947, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and due to secure any sum or sums of money advanced by the said party 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 party 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 interest said real estate are not kept in as good repair as they are 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 become due, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all interest thereon 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 party of the second part its AGENTS OR ATTORNEYS 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 satisfy 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 party of the first part, making such sale, on demand, to the first party of the second 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 party of the first part by their hand and seal the day and year last above written.

S. C. Hemphill

(SEAL)

Dora E. Hemphill

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 6th day of November, A.D. 1947, before me, a Notary Public in the aforesaid County and State, came S. C. Hemphill and Dora E. Hemphill, 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.

Howard C. Wiseman

Notary Public

My Commission Expires March 18th 1950

Recorded November 10, 1947 at 8:30 A.M.

Harold A. Beck

Register of Deeds

Harold A. Beck

I, the undersigned, receive of the within mortgage, to fully acknowledge the full payment of the debt secured thereby, and certify to the effect of this to the Register of Deeds to enter the discharge of this mortgage in the public records of this county, Kansas, to-wit: