

MORTGAGE

33940
(No. 52 K)

It is hereby published that this mortgage, loan, or other financial instrument, is a mortgage, loan, or other financial instrument, and is not a deed, conveyance, or other instrument of title.

This Indenture, made the 27th day of October, 1947, in the

County of Douglas, State of Kansas, between

Blanche Foster, a single woman

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

of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of Twelve hundred and no/100

to her, duly paid, the receipt of which is hereby acknowledged, has sold and by this indenture does 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, State of Kansas, to wit:

Lot Two (2) in Block Twenty-two (22) in
Sinclair's Addition to the City of
Lawrence.

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

And the said part Y of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seised of a good and lawful estate of inheritance therein, free and clear of all incumbrances.

And that, she will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part Y 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, she will keep the buildings upon and well estate insured against fire and tornado by such sum and by such insurance company as shall be specified as 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 the sum of \$1000.00 interest. And in the event that the part Y of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or other, 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 Twelve hundred and no/100 DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 27th day of October 1947, and by its 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 to discharge any taxes with interest thereon as herein provided, in the event that said part Y of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 for any obligation created thereby, or assessed thereon, so that 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 covenant 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, at the option of the holder hereof, 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 Y of the first part, making such sale, or demand, to the first part Y.

If 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, and all successors of the respective parties hereto.

In Witness Whereof, the part Y of the first part has hereunto set her hand and seal, the day and year last above written.

Blanche Foster

(SEAL)

20000

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 10th day of November A.D. 1947 before me, a Notary Public in the aforesaid County and State, came Blanche Foster, a single woman

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.

L. E. Eby
Notary Public

My Commission Expires April 21, 1950

Recorded November 10, 1947 at 11:20 A.M.

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 this discharge of mortgage of record. Dated this 24th day of December 1953 The Lawrence Building and Loan Association

Attest: L. E. Eby Secretary By H. C. Brinkman President
(Corp. Seal) Mortgagee