

34409 BOOK 93

MORTGAGE

(No. 523)

V. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 20th day of January, in the year of our Lord one thousand nine hundred and Forty-eight, between

Frances L. Harris and Glenn L. Harris, her husband

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The Lawrence Building and Loan Association

part, Y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Eight hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, HARGAIN, 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:

Beginning at a point seventy-six (76) rods South and thirty-eight (38) rods East of the North West corner of the North East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence West One hundred thirty (130) feet, thence North fifty (50) feet, thence East One hundred thirty (130) feet, thence South fifty (50) feet to place of beginning,

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 of the first part, hereby covenants and agrees that at the delivery hereof they are the lawful owners of the premises above granted, and stand 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 thereto. It is agreed between the parties hereto that the part 108 of the first part shall warrant at all times during the life of this instrument, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that the holder of the buildings upon said real estate against fire and tornado in such sum as may be necessary to keep the buildings upon said real estate in good repair, and that the insurance company shall be paid by the holder of the buildings upon said real estate, if any, made payable to the part Y of the second part to the extent of 10% of the value of the part Y of the second part, and that the holder of the buildings upon said real estate, 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 Eight hundred and no/100 - - - - - DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of January, 1948, 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 tax with interest thereon as herein provided, in the event that said part 108 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 defaults 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 any commandment on said real estate is not kept up, then the conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations performed for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable, and the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to enter upon the same 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; add 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, interest, taxes, insurance, and the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y of the second part to the holder, to the full amount due.

It is agreed by the parties hereto that the term 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 108 of the first part has hereunto set their hands and seals the day and year last above written.

Frances L. Harris (SEAL)  
Glenn L. Harris (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

SS.

Be it Remembered, That on this 20th day of January A.D. 1948

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

came Frances L. Harris and Glenn L. Harris, her husband

to me personally known to be the same persons 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 January 20, 1948 at 4:45 P.M.

In the undersigned does now declare, in writing, to the best of his knowledge, that he has read the full payment of the debt secured thereby, the date being the 1st day of April, 1953, and that he has signed and countersigned this instrument.

This release is written in the original handwriting of Harold A. Beck, Notary Public, State of Kansas, No. 10425, dated April 21, 1953.

Harold A. Beck

Notary Public

State of Kansas

April 21, 1953