

Reg. No. 6032
Fee Paid \$11.25

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BOOK 53

MORTGAGE

(No. 52 E)

V. J. Bayles, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 2d day of February, in the year of our Lord one thousand nine hundred and forty-eight between Harold L. Johanning, a single man

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

part Y of the second part.

Witnesseth, that the said parties, of the first part, in consideration of the sum of Forty-five hundred and no/100 DOLLARS

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

The South Half of the Southeast Quarter of Section One (1), Township Thirteen (13), Range Eighteen (18), East of the 6th P.M.

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 do hereby covenant and agree that at the delivery hereof 16 1/2 the lawful owner of the premises above granted, and subject of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

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 made against said real estate until the same becomes due and payable, and that 16 1/2 shall keep the buildings upon and real structures upon said farm and lands in such repair and by such insurance as shall be special and direct to the part Y of the second part, the cost of loss, if any, made payable to the part Y of the second part to the extent of 16 1/2 interest. And on the part Y of the second part shall 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 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 Forty-five 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 2d day of February 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 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 conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in the payment of any sum or sums of money advanced by the holder of this indenture, or if the taxes on said property 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 or real structures are not kept in a good repair when the same 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 said part Y of the second part to take possession of the property, 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 same for the holder hereof, and the part Y of the second part in the manner prescribed by law, and for all expenses relating to the sale of the same, the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, there be, shall be paid by the part Y making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereof contained, and all benefits accruing therefrom, shall extend and stand to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Harold L. Johanning (SEAL)
(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS ss.

Be It Remembered, That on this 2d day of February A.D. 1948 before me, a Notary Public in the aforesaid County and State, came Harold L. Johanning, a single man

NOTARY
PUBLIC

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 February 2, 1948 at 3:45 P. M.

RELEASE

Harold A. Beck Register of Deeds.

I, the undersigned, owner of the within Mortgage, do hereby acknowledge the full payment of the debt secured thereby, in the amount of \$11,250.00, and authorize the Register of Deeds to enter the discharge of this Mortgage of record. Dated this first day of April 1951
(Corp. Seal) The Lawrence Building and Loan Association
Attest: L. E. Eby Secretary Brinkman President Mortgage

This release was written in the original mortgage
Received
Date
1951
L. E. Eby
Notary Public