

Reg. No. 2908
Fee Paid \$5.00

35940 BOOK 94

MORTGAGE

(No. 52K)

F. J. Boyle, Notary of Legal Effects, Lawrence, Kansas

This Indenture,

made this

2d

day of

April

in the

year of our Lord, one thousand nine hundred and forty-eight.

Irvin S. Flory, a single man,

between

of Lawrence, in the County of Douglas and State of Kansas
part Y of the first part, and J. C. Hemphill

part Y of the second part

Witnesseth, that the said party Y of the first part in consideration of the sum of Two Thousand (\$2,000.00) DOLLARS, duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es GRANT, BARGAIN, SELL and MORTGAGE to the said party Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Seventy-five (75) on New York Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said party Y of the first part therein.
And the said party Y of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and saved of a paid and indefeasible estate and inheritance therein, free and clear of all encumbrances.

It is agreed between the parties hereto that the part Y of the first part shall or at any time thereafter, pay all taxes, assessments and rates incurred against fire and storms in such sum and by such frequency as shall be specified and directed by the party Y of the second part, if any made payable to the party Y of the second part to the extent of his interest. And in the event that the party Y of the second part fail to pay any taxes, assessments and rates, or other, and the party Y of the first part will become of the indebtedness secured by this 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 Two Thousand (\$2,000.00).

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 2d day of April 1948, and by the party Y of the second part, only all interest accruing thereon according to the terms of said obligation and also to secure any sum or sum of money advanced by the said party Y of the second part to pay for any insurance or to discharge any taxes or other interest thereon as herein provided, in the event that the party 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. It shall be made in such payments or any part thereof or any obligation created thereby, whenever the taxes on and 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 or any part thereof are not kept in good repair, as they are required to be, and if the taxes on and real estate shall be unpaid, and the whole sum remaining unpaid, and all the obligations provided for in said written obligation, for the security of which this indenture is given, shall have fully matured and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party Y of the second part to sell the same to the person holding the same, and the premises, being granted, or any part thereof, in the manner required by law and to receive money arising from whencever the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the expenses thereon, shall be paid by said party Y of the second part, making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provision of this indenture and each and every obligation therein contained, and all benefits resulting therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, successors and successors of the respective parties hereto.

In Witness Whereof, the party Y of the first part do es hereto set his hand and seal the day and year last above written:

Irvin S. Flory (Signature)

STATE OF KANSAS
COUNTY OF DOUGLAS

ss.

Be it Remembered, That on this 2d day of April A.D. 1948
before me, a Notary Public in the aforesaid County and State,
came Irvin S. Flory, a single man,



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.

Forrest A. Jackson
Notary Public

My Commission Expires on the 26th day of October 1948

Recorded April 12, 1948 at 10:05 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 the discharge of this mortgage of record. Dated this 23 day of August 1951

J. C. Hemphill
Mortgagor, Owner.

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