

35390

BOOK 94

MORTGAGE

(Ch. 33 K)

H. J. Bales, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 19th day of May in the year of our Lord one thousand nine hundred and Forty-eight between H. D. Hess and Nellie May Hess, his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and The Lawrence National Bank, Lawrence, Kansas

Witnesseth, that the said parties of the first part, in consideration of the sum of Twelve Hundred Fifty and no/100 DOLLARS in them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Eight (8), Block Eight (8), Lane place, an addition to the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.
And the said part 1st 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 seized 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 therein.
It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of the 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 they will keep the buildings upon said real estate insured against fire and accidents in such sum and by such insurance company as shall be specified and directed by the part 2nd of the second part, the less, if any, made payable to the part 2nd of the second part to the extent of \$10,000.00. And in the event that said part 1st of the first part shall not pay such 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 Twelve Hundred Fifty and no/100 DOLLARS, according to the terms of said written obligation for the payment of said sum of money, entered on the 19th day of May 1948, and by its terms made payable to the part 2nd of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this agreement 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 taxes on said real estate be 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 up as good repair as they are when the same are conveyed, or if the premises shall become abandoned and the whole sum remaining unpaid, and all of the obligations now, or if same is considered as said premises, then the covenants shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the recovery 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 2nd of the second part to take possession of the said premises and sell the improvements thereon in the manner provided by law and to have a receiver appointed to collect the sums and benefits accruing thereon, 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 required of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said part 2nd of the second part to the said part 1st of the first part.

It is intended 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 part 1st of the first part by H. D. Hess and Nellie May Hess, his wife, and the day and year last above written.

H. D. Hess (SEAL)
Nellie May Hess (SEAL)

STATE OF Kansas } SS.
COUNTY OF Douglas }



Be It Remembered, That on this 19th day of May A.D. 1948, before me, a Notary Public in the aforesaid County and State, came H. D. Hess and Nellie May Hess, his wife 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.

My Commission Expires July 17 1950

[Signature] Notary Public

Recorded May 20, 1948 at 2:05 P.M.

RELEASE

I, the undersigned, owner of the within mortgage, 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 23rd day of Dec. 1950 The Lawrence National Bank, Lawrence, Kansas
Attest: Leon B. Abele Ass't. Cashier (Corp. Seal) Geo. W. Hines, Cashier Mortgagee, Owner

Register of Deeds

This release was written

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[Signature]
Notary Public