

3543 BOOK 94

MORTGAGE

(Vol. 52 K)

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This Indenture, Made this 24th day of May, in the year of our Lord one thousand nine hundred and forty-eight, in the between Ernest A. Pohl and Opal M. Pohl, husband and wife

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

part. V of the second part.

Witnesseth, that the said part 1es of the first part, in consideration of the sum of Twenty-five hundred and no/100 DOLLARS

to 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 V 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 the Northwest corner of the Northeast quarter of

Block three (3) in Earl's Addition to the City of Lawrence; thence East along the South line of Quincy (now 11th Street) one hundred (100) feet; thence South One hundred thirty (130) feet; thence West parallel to said South line of Quincy (now 11th Street) one hundred (100) feet; thence North One hundred thirty (130) feet to place of beginning

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and the they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part 1es of the first part shall at all times during the term of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that the part V of the second part shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part V of the second part, if and to the extent that the part V of the second part shall become liable therefor. And in the event that said part 1es of the first part may pay taxes and insurance, or either, and the same shall not be paid or to keep said premises insured as herein provided, then the part V of the second part shall bear 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 Twenty-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 24th day of May, 1948 and by its terms made payable to the part V 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 V 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 1es 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 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 upon said real estate are not kept in as good repair as they are provided for in said written obligation, for the convenience of the parties, 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 convenience of the parties, 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 V of the second part to require the holder hereof to take possession of the said premises and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all money arising from the sale of the same to pay the amount then unpaid of principal and interest together with the taxes and charges incident thereto, and the overplus, if any there be, shall be paid by the part V of the second part to the holder hereof.

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, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1es of the first part has ve herein set their hand & and seal, the day and year last above written.

*Ernest A. Pohl* (SEAL)  
D. 20 M. 4. 1948

STATE OF KANSAS  
COUNTY OF DOUGLAS } ss.



Be It Remembered, That on this 24th day of May A.D. 1948 before me, Notary Public in the aforesaid County and State, came Ernest A. Pohl and Opal M. Pohl, husband and wife

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. Elsey* Notary Public

My Commission Expires April 21 1950

This instrument was written on the original manuscript  
1653  
Signed  
Harold G. Beck

Received Mar 25, 1948 at 1:40 P.M. RELENTS  
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 11th day of December 1953 The Lawrence Building and Loan Association  
Attest Imogene Howard Ass't Secretary (Corp. Seal) H. C. Brinkman President  
mortgagee

*Harold G. Beck* Register of Deeds