

MORTGAGE

35599

BOOK 94

Reg. No. 4324 Fee Paid \$11.75

(No. 23 30)

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

This Indenture,

Made this fourteenth day of June, in the year of our Lord one thousand nine hundred and forty-eight, between Harold C. Hathaway and Helen A. Hathaway, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas

parties of the first part, and Thomas Lenahan and Mary M. Lenahan, husband and wife, as joint-tenants with right of survivorship and not as tenants in common of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Five thousand five hundred and no/100 (\$5,500.00) 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 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 one-half (S1) of the West one-half (W1) of Lot 1, Moreland Place, an addition to the city of Lawrence.

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

And the said part of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised 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 of the first part shall at all times during the life of this 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 tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the rate, if any, made payable to the part of the second part to the extent of the second part. And in the event that said part of the first part may pay said taxes and insurance, or other, and the amount so paid shall become a part of the second part, 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 Five thousand 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 14th day of

June and by the terms made payable to the part of the second part, with all interest to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 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 imposed thereby, or interest thereon, or if the taxes on said real estate are not paid when the same are 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 same 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 of the second part 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; 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 unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the second part, making such sale, on demand, to the part of the first part.

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 of the first part has set their hand and seal the day and year last above written.

Harold C. Hathaway (SEAL)
Helen A. Hathaway (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

SS.

Be It Remembered, That on this 14th day of June, A.D. 1948, before me, a Notary Public in the aforesaid County and State, came Harold C. Hathaway and Helen A. Hathaway, husband and 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 hereto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires

July 13 - 1948

Notary Public

Harold A. Beck

Register of Deeds

Recorded June 14, 1948 at 10:55 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 11th day of February, 1952

Mary M. Lenahan
Mortgagee, Owner.