

MORTGAGE

35891 BOOK 94

(No. 32 K)

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This Indenture, Made this _____ day of _____, in the

year of our Lord one thousand nine hundred and _____, between

Paul E. Rogers and Mary Frances Rogers, his wife,

of _____, in the County of _____ and State of _____

part _____ of the first part, and _____ The First National Bank of Lawrence

part _____ of the second part.

Witnesseth, that the said part _____ of the first part, in consideration of the sum of _____ DOLLARS

to _____ 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 _____ and State of Kansas, to-wit:

lot twelve (12) in Block one (1) West 1111, in 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 _____ the lawful owner of the premises above granted, and stand 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 becomes due and payable, and that _____ 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 loss, if any, made payable to the part _____ of the second part. And in the event that said part _____ of the first part shall fail to 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 _____ DOLLARS,

according to the terms of _____ certain written obligation for the payment of said sum of money, executed on the _____ day of _____, 19____, and by _____ terms made payable to the part _____ 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 _____ 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 _____ 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 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 on said real estate are not kept in as good repair as they 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 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 provided 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 therein, and the surplus, if any there be, shall be paid by the part _____ of the second part, making such sale, on demand, to 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 by _____ hereunto set _____ hand _____ and seal, the day and year last above written.

Paul E. Rogers (SEAL)
Mary Frances Rogers (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 19th day of July, A. D. 1948, before me, a _____ Notary Public, in the aforesaid County and State, came Paul E. Rogers and Mary Frances Rogers, 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 January 27, 1951 _____ Notary Public

Recorded July 19, 1948 at 1:35 P.M.

Harold A. Buck Register of Deeds.

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 21st day of July 1948. THE FIRST NATIONAL BANK of Lawrence, Kansas (Corp. Seal)

Harold A. Buck
Register of Deeds