

35906 BOOK 94

MORTGAGE

(No. 52 K)

P. J. Berlin, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 19th day of July, in the  
 year of our Lord one thousand nine hundred and forty-eight  
Cecil L. Davis and Julia Davis, husband and wife  
 between

of Lawrence in the County of Douglas and State of Kansas  
 part 103 of the first part, and The Lawrence Building and Loan Association

part 7 of the second part.  
 Witnesseth, that the said part 103 of the first part, in consideration of the sum of  
One thousand seven hundred fifty 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 7 of the second part, the following described  
 real estate situated and being in the County of Lawrence and State of Kansas, to-wit:  
Lot seventy-seven on Connecticut Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.  
 And the said part 103 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 seised 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 thereto.  
 It is agreed between the parties hereto that the part 103 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 they will keep the buildings upon said real  
 estate insured against fire and tornado in such sum and by such insurance company as may be specified and directed by the part 7 of the second part, and  
 loss, if any, made payable to the part 7 of the second part to the extent of 100 percent. And in the event that said part 103 of the first  
 part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 7 of the second  
 part may pay said 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 One thousand seven hundred fifty  
and no/100 - - - - - DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of  
July AB, and by its terms made payable to the part 7 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 7 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 103 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 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  
 provided for in and 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 7 of the second part to take possession of  
 the said premises and all the improvements thereon in the manner provided by law and to hire 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 return  
 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 7 of the second part, making such sale, on demand, under the first part 103.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation herein 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 103 of the first part by their hand S and  
 said S the day and year last above written.

Cecil L. Davis (SEAL)  
Julia Davis (SEAL)

STATE OF KANSAS  
 COUNTY OF DOUGLAS

He It Remembered, That on this 20th day of July, A.D. 1948  
 before me, a Notary Public in the aforesaid County and State,  
 came Cecil L. Davis and Julia Davis, husband and wife

to me personally known to be the same person S 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 April 21 1950

L. E. Eby Notary Public

This release  
 was written  
 on the original  
 mortgage  
 entered  
 this 19th day  
 of July  
 1948

1, 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 his discharge of this mortgage  
 in the public records. Dated this 22nd day of May 1948 Harold A. Beck Register of Deeds.  
Harold A. Beck (Corp Seal) by H. A. Brinkman President  
 Attest: L. E. Eby Secretary Lawrence Building and Loan Association  
Lawrence Building and Loan Association (Corp Seal) Lawrence, Kansas