

36026 BOOK 96

MORTGAGE

(No. 223)

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This Indenture, Made this second day of August, in the year of our Lord one thousand nine hundred and forty-eight between W. L. Norris and Ruth W. Norris, his wife

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

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

part y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

One thousand one hundred ninety and no/100 (\$1100.00) ----- 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

lots Nos. fifteen (15), sixteen (16) and seventeen (17) in Block

No. One hundred eighty (180) in the city of Pudora.

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

And the said part ies 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 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 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 tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the less, if any, made payable to the part of the second part to the extent of 100% interest. And in the event that said part 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 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 one hundred ninety and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the second day of August, 1948, and by its 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 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 same is condemned, 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 first part making such sale, on demand, to the first part of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such and every obligation therein contained, and all benefits accruing therefrom, shall extend and bind 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 us hereto set their hands and such the day and year last above written.

W. L. Norris (SEAL)
Ruth W. Norris (SEAL)

(COPY)

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 2nd day of August, A. D. 19 48 before me, a Notary Public in the aforesaid County and State, came W. L. Norris and Ruth W. Norris, 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 hereto subscribed my name, and affixed my official seal on the day and year last above written.



George D. Boring Notary Public

Recorded August 3, 1948 at 10:20 A. M.

Harold A. Beck Register of Deeds.

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 3rd day of October 1949. The First National Bank of Lawrence, Lawrence, Kansas
By George D. Boring Pres. Mortgagee, Owner.

4TH day of October 1949
Harold A. Beck (Seal)
Reg. of Deeds

George D. Boring
Deputy