

36123 BOOK 94
(No. 52 K)

MORTGAGE

This Indenture; Made this 13th day of AUGUST, in the year of our Lord one thousand nine hundred and forty-eight between William B. Sommerville and Kathryn Marie Sommerville, husband and wife of Lawrence, in the County of Douglas and State of Kansas part 105 of the first part, and The Lawrence Building and Loan Association part Y of the second part.

Witnesseth, that the said part 105 of the first part, in consideration of the sum of Fifteen hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y 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 Fifty (50) feet of Lot Eleven (11) of Block Three (3) in Cranson's Subdivision of Block Fifteen (15) in Babcock's Enlarged Addition to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein.

And the said part 105 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 seized 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 105 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or exacted against 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 shall be specified and directed by the part Y of the second part, the premium thereon to be paid by the part 105 of the first part, and in the event of any loss or damage to the property insured, the part 105 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 Y 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 Fifteen 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 13th day of August, 1948, and by its terms made payable to the part Y 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 Y 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 105 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 they become due and payable, or if the insurance is not kept up, as provided herein, or if the building or buildings thereon are not kept in good repair as they are now, or if waste is committed on said premises, then the part Y of the second part becomes absolute and the whole sum remains unpaid, and all of the obligations provided for in said written obligation, and in which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, who may then sue in law or equity to take possession of the 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, after payment thereon and to unpaid principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first 105.

It is agreed by the parties hereto that the term and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall still extend and abide in, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 105 of the first part ha ve hereunto set their hand S and seal the day and year last above written.

William B. Sommerville (SEAL)
Kathryn Marie Sommerville (SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS }

Be It Remembered, That on this 13th day of August A.D. 19 48 before me, a Notary Public in the aforesaid County and State, came William B. Sommerville and Kathryn Marie Sommerville, 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 hereunto subscribed my name, and affixed my official seal on the day and year last above written.

Douglas Howard
Notary Public

My Commission Expires March 19 1951

Recorded August 14, 1948 at 11:05 A. M.

RECEIVED

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.
29th day of October, 1951 The Lawrence Building & Loan Association
Attest: Barbara Leach Vice President Mortgagor
Barbara Leach Secretary (Copy)

The release was written on the original mortgage and entered in the Register of Deeds.