

BOOK 94

(No. 33 K)

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## MORTGAGE

William B. Sommerville and Kathryn Marie Sommerville, husband and wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part 1es 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 Pabcock's Enlarged Addition to 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 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 1.03 of the first mortgage shall at all times during the life of the mortgage, 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 amount as the parties to this mortgage may so stipulate and specify and directed by the part 1.04 of the second part, the loss, if any, made payable by the parties to this mortgage shall be paid to the extent of 1.05 interest. And in the event that said part 1.03 of the first mortgage shall fail to pay such taxes when the same become due and payable or to keep said premiums insured as herein provided, then the part 1.06 of the second mortgage may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this instrument, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

Between hundred and no/00 -

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen hundred and no/100 - -

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 165 of the first part shall fail to pay the same as provided in this indenture.

[illegible]

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 103 of the first part ha ve hereunto set their hand s on  
 seal the day and year last above written.

William B. Somerville (SEAL)

Kathryn Marie Sommerville (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

That on this 13th day of August A. D. 19 48

before me, a Notary Public in the aforesaid County and State.

before me, a Notary Public in the aforesaid County and State of California, the following named persons, to-wit:

came William B. Sommerville and Kathryn Marie Sommerville, husband and wife

to me personally known to be the same person<sup>S</sup> 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.

*Emogene Howard*  
Notary Public

My Commission Expires March 19 1951

Register of

Harold A. Lecher  
Barbara Lecher