

MORTGAGE

36405

BOOK 94

(No. 32 K)

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

This Indenture, Made this

13th

day of

September

in the

year of our Lord one thousand nine hundred and

forty-eight

between

Walter E. Sandelius and Viola J. Sandelius, his wife

of Lawrence

in the County of

Douglas

and State of

Kansas

part 1st of the first part, and

the Lawrence National Bank of Lawrence, Kansas.

part 2 of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

THIRTY FIVE HUNDRED TWENTY & 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 2 of the second part, the following described

real estate situated and being in the County of Douglas and State of Kansas, to wit:

Lot No. One Hundred Eight (108), the South

One Half of Lot No. One Hundred Seven (107) and the

North 27 East of Lot No. One Hundred Six (106) in

Praschdale, an Addition to the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part 2 of the first part therein.

And the said part 2 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No Exceptions

It is agreed between the parties hereto that the part 2 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 become due and payable, and that the part 2 of the second part shall 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 2 of the second part, 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 2 of the first 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

THIRTY FIVE HUNDRED TWENTY & no/100

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13th day of

September

to 1948, and by

the terms made payable to the part 2 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 2 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 2 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 building 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 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 2 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 provided by law, and out of all moneys arising from such sale to retain 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 2 of the first part has hereunto set their hand and seal the day and year last above written.

Walter E. Sandelius (SEAL)  
Viola J. Sandelius (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

Be It Remembered, That on this 13th day of September A.D. 1948

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

came Walter E. Sandelius and Viola J. Sandelius, his

wife

to me personally known to be the same person 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.

Leon H. Abels

Notary Public

My Commission Expires August 9 1949

Recorded September 17, 1948 at 1:40 P.M.

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 10 day of November 1949 The Lawrence National Bank Lawrence, Kansas Mortgagee. Owner.  
(Corp. Seal) Geo W. Kline Cashier

Harold Black Register of Deeds.

This release was written on the original mortgage returned the 15th day of November 1949

Harold A. Wood

Register of Deeds