

MORTGAGE

36409 BOOK 94
(No. 52 K)

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This Indenture, Made this 13th day of September, in the year of our Lord one thousand nine hundred and forty-eight, between Ethel Thompson, a single woman

of Lawrence, in the County of Douglas and State of Kansas, part Y of the first part, and The Lawrence National Bank, Lawrence, Kansas

Witnesseth, that the said part 100 of the first part, in consideration of the sum of FOUR THOUSAND & no/100

to her, duly paid, the receipt of which is hereby acknowledged, has sold, and by this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 100 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. Fifty Six (56) on Kentucky Street in the City of Lawrence.

"This loan is given to secure the payment of part of the purchase price of said property."

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein. And the said part Y of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner 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 Y of the first part shall at all times during the life of this Indenture, pay all taxes or assessments on said real estate, and shall 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 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 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 FOUR THOUSAND & 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 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 Y 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 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 Y of the second part its agents or assigns 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 Y of the first part making such sale, on demand, to the first part Y.

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 Y of the first part has hereunto set her hand and seal the day and year last above written.

Ethel Thompson

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 Ethel Thompson, a single woman

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.

Howard Wiseman
Notary Public

My Commission Expires March 18th 1950

Recorded September 17, 1948 at 2:00 P.M.

Harold A. Bick
Barbara Secker

Harold A. Bick, Register of Deeds.

Release
In the undersigned mortgage, the full payment of the debt secured hereby, and
the mortgage is hereby acknowledged to have been paid in full on the 22nd day of January, 1952
The Lawrence National Bank & Trust Company, Lawrence, Kansas
By: Ethel Thompson (Cashier)

(Copy Seal)

(Resident Cashier)