

36503 BOOK 94

MORTGAGE

(No. 52 E)

K. J. Boyer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 24th day of September, in the year of our Lord one thousand nine hundred and forty-eight, between

Frank L. Unfred and Ethel Darlene Unfred

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

parties of the second part.

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

Twelve Hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he was 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 Northwest Quarter of the Northeast quarter of Section 21, Township 12, South, Range 19.

East of the 6th P.M. and

Commencing at the Southwest corner of the Southeast Quarter of Section 16, Township 12, South,

Range Nineteen, East of the 6th P.M., thence East 52 rods, thence North 30 10/13 rods, thence West 52 rods, thence South 30 10/13 rods to beginning,

containing 10 acres.

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 they are the lawful owner of the premises above granted, and mind of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties herein that the part Y 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 they will keep all buildings and 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 loss, if any, made payable to the part Y of the second part to the extent of 15% interest. And in the event that said part Y 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 the same or cause the same to be paid and the same 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twelve 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 24th day of

September, 1948, and by it is 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 respect thereto 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 covenant shall be void if such payments be made on basis 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 sums 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 there is committed on said premises, that this covenant shall become absolute and the whole sum remaining unpaid, and all of the obligations created by this indenture, and each and every part of such 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 to sell the same to any person or persons to whom 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 other accounts 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 overplus, if any there be, shall be paid by the part Y of the second part only, and deposited to the first part.

It is agreed by the holder that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and run on, 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 his YR, becomes me their hand & and seal the day and year last above written.

Frank L. Unfred (SEAL)  
Ethel Darlene Unfred (SEAL)  
(SEAL)  
(SEAL)

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 10th day of July 1951, The Lawrence National Bank, Lawrence, Kansas

Attest: Leon J. Abele Asst. Cashier Geo. W. Kunne Cashier  
(Corporation Seal) Mortgage Owner.