

BOOK 95

E. J. Hartley, Publisher of Local Blanks, Lawrence, Kansas

## 21st

21st

BOOK 95

E. J. Boyles, Publisher of Local Blanks, Lawrence, Kansas

between

Major C. Hagar and Ida Mae Hagar, husband and wife

of Lawrence in the County of Douglas and State of Kansas

part 103 of the first part, and The Lawrence Building and Loan Association

part y of the second part.

Witnesseth, that the said part 102 of the first part, in consideration of the sum of

Thirty-five hundred and no/100-----DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he VS 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:

Lot No. Twenty Three (23) in Block No. Eleven (11) in

Lane Place, in 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 owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1.05 of the first part shall at all times during the life of the indenture, pay all taxes or assessments that may be levied or assessed against said real estate and the part 1.05 of the second part shall keep the buildings upon said real estate insured against fire and theft and the part 1.05 of the first part shall pay the cost of such insurance company as shall be specified and directed by the part 1.05 of the second part, the part 1.05 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 1.05 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 Thirty-five 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 21st day of November 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 23 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 in at the date of the execution of this conveyance, then this conveyance shall become void, and the premises shall revert to the said grantor, or his heirs, now, or if waste is committed on said premises, then this conveyance shall become void, and the premises shall revert to the said grantor, or his heirs, at the time when the same are committed. If the obligation herein provided for is not paid, when the same are due, then this conveyance is given, said immediately matured and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part, or of his heirs, to take possession at any time 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 thereon; and to sell the premises hereafter granted, or any part thereof, in the manner prescribed by law, and to have the proceeds of the sale of the same applied to the payment of the interest on the unpaid principal, and to the payment of the taxes and charges incident thereto, and the surplus, if any there be, shall be paid by the receiver to the said party of the first part, or his heirs, on demand, to the first party of 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 103 of the first part he VS herunto set their hand and seal the day and year last above written.

In Witness Whereof, the part 103 of the first part he VS hereto set their

sealed, the day and year last above written.

(SEÁL)

STATE OF Kansas  
COUNTY OF Douglas

55

21st day of October A.D. 1948

A. D. 1948

It is Remembered, That on this 22nd day of June 1922,  
before me, a Notary Public in the aforesaid County and State,  
came Major C. Hagar and Ida Mae Hagar, husband and  
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.

**Notary Public**

My Commission Expires April 21st 1950

Recorded October 21, 1948 at 1:55 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 17th day of October 1951

The Lawrence Building & Loan Association  
W. E. Decker Vice President  
Mortgagee, Owner.

Attest: Imogene Howard  
Asst. Secretary

(Corp. Seal)

This release  
was written  
on the original  
mortgage

entered  
this 17 day  
of October  
19 19

1937  
David A. Beck  
Barbara Becker