

3720

BOOK 95

MORTGAGE

(No. 52 K)

F. J. Beck, Publisher of Legal Blanks, Leavenworth, Kansas

This Indenture, Made this 19th day of January, 1949, in the year of our Lord one thousand nine hundred and Forty-nine, between W. R. Matherly and Fern D. Matherly, his wife,

of Lawrence, in the County of Douglas and State of Kansas, part 1ES of the first part, and Harlan W. Berthelsen and Hilda E. Berthelsen, his wife, as joint tenants with right of survivorship and not as tenants in common, part 1ES of the second part.

Witnesseth, that the said part 1ES of the first part in consideration of the sum of Six Hundred Dollars (\$600.00) 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 1ES of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North Half of Lots Twelve (12) and Thirteen (13), and all of Lot Fourteen (14), in Block 6 in Homewood Gardens, a Suburban Addition near the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part 1ES of the first part therein.

And the said part 1ES 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 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 thereon. It is agreed between the parties hereto that the part 1ES 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 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 1ES of the second part, the loss, if any, made payable to the part 1ES of the second part to the extent of the interest. And in the event that said part 1ES 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 1ES 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 Six Hundred Dollars (\$600.00) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 19th day of January 1949, and by its terms made payable to the part 1ES 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 1ES 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 1ES 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 1ES of the second part to have a receiver appointed to collect the rents and benefits accruing from said premises and all the improvements thereon in the manner provided 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 1ES of the second part to the part 1ES 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 bind 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 1ES of the first part ha. VE hereunto set their hand and seal the day and year last above written.

W. R. Matherly (SEAL)
Fern D. Matherly (SEAL)

STATE OF Kansas
COUNTY OF Douglas

SS.

Be It Remembered, That on this 19th day of January A. D. 1949 before me, a Notary Public in the aforesaid County and State, came W. R. Matherly and Fern D. Matherly, his wife,

to me personally known to be the same persons 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.

My Commission Expires Feb. 3, 1951

Notary Public

Recorded January 21, 1949 at 8:18 A. M.

RELEASE

Harold A. Beck, Register of Deeds

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 27 day of Dec. 1950

J. M. Clevenger
Mortgagee, Owner

For assignment see Book 99, Page 310

5 Jan.
Harold A. Beck