

MORTGAGE

(No. 52 H)

BOOK 95

F. J. Boylan, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 4th day of March, in the year of our Lord one thousand nine hundred and Forty-nine between Mabel Vieta Davenport and Harley Arnold Davenport, her husband.

of Lawrence in the County of Douglas and State of Kansas.
part 1st of the first part, and J. C. Hemphill

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of SEVENTEEN HUNDRED & no/100 DOLLARS

to them July paid, the receipt of which is hereby acknowledged, have 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:

Lots Nos. One (1) to Five (5) both inclusive.

Lots Nos. Sixteen (16) to Twenty (20) both inclusive,

Lots Twenty Five (25), Twenty Six (26), Twenty Seven

(27), Thirty Four (34), Thirty Five (35), and Thirty

Six (36) and the East one fourth of Lots Nos. Twenty

Eight (28) and Thirty Three (33), all in Addition

No Nine (9) in that part of the City of Lawrence,

known as North Lawrence.

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

And the said part 1st 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.

No Exceptions

and that they warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part 1st 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 becomes due and payable, and that they 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 loss, if any, made payable to the part Y of the second part to the extent of his insurance. And in the event that said part 1st 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 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

SEVENTEEN HUNDRED & no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 4th day of

March, 1949, and by its terms made payable to the part Y of the second part, with all interest

according thereto 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 1st 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 there is contained 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 his 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 thereon, 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 due unpaid of principal and interest, together with the costs and charges incident thereon, and the overplus, if any there be, shall be paid by the part Y of the second part, on demand, to the first part 1st.

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 have to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part hereunto set their hands and seal, the day and year last above written.

Mabel Vieta Davenport (SEAL)
Harley Arnold Davenport (SEAL)

STATE OF Kansas } SS.
COUNTY OF Douglas

Be It Remembered, That on this 4th day of March, A. D. 19 49
before me, a Notary Public in the aforesaid County and State,
came Mabel Vieta Davenport and Harley Arnold Davenport,
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 hereto subscribed my name, and affixed my official seal on the day and year last above written.

Howard C. Pisman
Notary Public



March 16th 1950

Harold A. Beck Register of Deeds

If the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the same, let record thereof, in the Register of Deeds to enter the discharge of this mortgage of record. Done in the City of Lawrence, Kansas, 1952.