

MORTGAGE

3793
(No. 52 K)

BOOK 95

P. J. Doherty, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of April in the
year of our Lord one thousand nine hundred and Forty-nine
between Emil E. Larson and Rachel M. Larson, his wife

of Lawrence in the County of Douglas and State of Kansas.

part 189 of the first part, and J. C. Hemphill

part of the second part.

Witnesseth, that the said part 189 of the first part, in consideration of the sum of

THREE THOUSAND & no/100

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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at an iron pin 1041.2 feet East of the Northwest corner of Section 33, T12S R20E, which is also the Northwest corner of lot Number 8, thence East along the North line of Section 33 274 feet to a stone at the Northeast corner of lot Number 8, thence South parallel with the West line of Section 33 along the East line of lot 8, 1385 feet more or less to the North bank of the Kansas River, thence along the Kansas River bank in a Northwesterly direction to a point 1041.2 feet East of the West line of Section 33, thence North parallel with the West line of Section 33 1295 feet more or less to point of beginning. Containing 9.12 acres more or less.

with the appurtenances and all the estate, title and interest of the said part 189 of the first part therein.

And the said part 189 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No Exceptions

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 that may be levied or assessed against said real estate when the same becomes due and payable, and they will 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, with all interest look, if any, made payable to the part Y of the second part to the extent of his interest. And in the event that said part 189 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

THREE THOUSAND & no/100

DOLLARS

according to the terms of it certain written obligation for the payment of said sum of money, executed on the 1st day of April 1949 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 189 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 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 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 making such sale, on demand, to the first part 189.

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 189 of the first part they hereunto set their hand and seal the day and year last above written.

Emil E. Larson (SEAL)
Rachel M. Larson (SEAL)

(SEAL)

STATE OF Pennsylvania

COUNTY OF Berk

SS.



Be It Remembered, That on this 1st day of April A.D. 1949
before me, a Notary Public Justice of the Peace in the County of Berk and State,
came Emil E. Larson & Rachel M. Larson, 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 hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires 2 January 1950

J. H. STRAUSSER
Notary Public Justice of the Peace
Berks County, Pennsylvania

Harold A. Beck Register of Deeds.

Recorded May 10, 1949 at 9:25 A. M.

Recorded May 10, 1949

The note herein created, discharged