

MORTGAGE

38068 (No. 32 M)

BOOK 95

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

This Indenture, Made this 28th day of May, 1949, in the year of our Lord one thousand nine hundred and forty-nine between Clarence D. Hilner and Frances I. Hilner, husband and wife

of Lawrence, in the County of Douglas and State of Kansas part 1es of the first part, and Ross L. Carlson and Ruth Carlson, husband and wife part 1es of the second part.

Witnesseth, that the said part 1es of the first part, in consideration of the sum of One thousand and 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 1es 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 the Northwest corner of Block 18, in that part of the city of Lawrence, known as North Lawrence, thence East 120 feet, more or less, thence South 202.13 1/3 feet, more or less; to the North line of tract of land shown by deed recorded in Book 134 at Page 256 of the records in the office of Register of Deeds of Douglas County, Kansas; thence West 120 feet, more or less; thence North 202.13 1/3 feet, more or less, to point of beginning, all in Douglas County, Kansas

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 in the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance, free and clear of all incumbrances, except a mortgage for \$2,000.00 given to the Lawrence Building and Loan Association on May 28th, 1949.

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 estate when the same become due and payable, and that the part 1es of the second part, upon the buildings upon said real estate insured against fire and tornado in such sum as will be specified and directed by the said part 1es of the second part, the part 1es of the first part shall fail to pay such taxes when the same become due and payable or to keep and 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 One thousand and no/100----- DOLLARS,

according to the terms of One certain written obligation for the payment of said sum of money, executed on the 28th day of May 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 of 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 the holder thereof, without notice, and it shall be lawful for the said part 1es of the second part, 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, by any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount such unpaid 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 making such sale, on demand, to 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 1es of the first part do hereunto set their hand and seal the day and year last above written.

Clarence D. Hilner (SEAL)
Frances I. Hilner

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 28th day of May, A.D. 1949, before me, a Notary Public in the aforesaid County and State, came Clarence D. Hilner and Frances I. Hilner, 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.

L. E. Ely
Notary Public

My Commission Expires April 21, 1950

This release was written on the original mortgage entered this 1st day of December 1949
Harold A. Beck
Notary Public

Recorded June 1, 1949 at 7:15 A. 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 8th day of Dec. 1951

Ross L. Carlson
Mrs. Ruth Carlson Mortgagee, Owner.