

MORTGAGE

38353 Book 95
(No. 3280) F. J. Boyer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 2nd day of July, in the year of our Lord one thousand nine hundred and Forty-nine between Wilbur G. Duver and Lois E. Duver, his wife

of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and A. J. Flory

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Two 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Part of the S. E. 1/4 of Section 31 township 12 range 20 described as follows commencing at a point where the East Line of Conn. Street intersects the South line of Adams Street in the City of Lawrence thence South along the East Line of Conn. Street 50' thence East parallel with South Line of Adams Street and through the center of a well 117' thence North 50' to the South line of Adams Street; thence West along the South side of Adams Street to the place of beginning; all in the City of Lawrence, Douglas County, State of Kansas. Together with all improvements thereon. Also known as 1400 Connecticut Street.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein. And the said part 108 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.

It is agreed between the parties hereto that the part 108 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 when the same become due and payable, and that 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, the less, if any, made payable to the part Y of the second part in the event of fire. And in the event that said part 108 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 Two Thousand and no/100 DOLLARS, according to the terms of and certain written obligation for the payment of said sum of money, executed on the 2nd day of July 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 108 of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment 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 the covenants 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 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 108.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 108 of the first part by its hereto set their hand & seal, the day and year last above written.

Wilbur G. Duver (SEAL)
Lois E. Duver (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.



Be It Remembered, That on this 2nd day of July A. D. 1949 before me, a Notary Public in the aforesaid County and State, came Wilbur G. Duver and Lois E. Duver, his wife to me personally known to be the same person(s) 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 Jun 25 1950

Recorded July 2, 1949 at 11:00 A. M. RELEASED

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 13 day of December 1951. A. J. Flory Mortgagee.

13 December 1951
Ward G. Beck
Archie A. Seck