

MORTGAGE

(No. 531)

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

This Indenture, Made this 15th day of July, 1949, to the

part of one thousand nine hundred and forty-nine between

Wallace E. Grover and Mary B. Grover, husband and wife

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

parties of the first part and The Lawrence Building and Loan Association

parties of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Twenty-seven hundred and no/100-----DOLLARS

to them, duly paid, the receipt of which is hereby acknowledged, by, to, GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit:

Lot no. Five (5) in B. F. Smith's Subdivision of Lots Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) in Block Fifteen (15) of Babcock's Enlarged Addition to the City of Lawrence, and of Lots Twelve (12) and Thirteen (13) of Block Three (3) of Cranson's Subdivision of Block Fifteen (15) Babcock's Enlarged Addition to the City of Lawrence, in Douglas County, Kansas.

ALSO:

Lot Nineteen (19) in Block Two (2) in Taylor's Addition, an addition to the city of Lawrence, Douglas County, Kansas.

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 owners of the premises above granted, and seised of a good and lawful estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the said 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 become due and payable, and that the said part 2nd of the second part shall keep the buildings upon said real estate insured against fire and contents in such sum and by such insurance company as shall be specified and directed by the said part 1st of the first part. 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 said part 2nd 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 Twenty-seven hundred and no/100-----DOLLARS,

according to the terms of the certain written obligation for the payment of said sum of money, executed on this 15th day of July 1949 and by the said part 2nd 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 2nd 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 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 2nd 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 any costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said part 2nd of the second part to the said part 1st 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 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 said part 1st of the first part by, to, and seal of the day and year last above written.

Wallace E. Grover (SEAL)
Mary B. Grover

STATE OF Kansas

COUNTY OF Douglas

Be It Remembered, That on this 15th day of July, A.D. 1949, before me, a Notary Public, in the aforesaid County and State, came Wallace E. Grover and Mary B. Grover, husband and wife

to be personally known to be the same person or 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 of the day and year last above written.

L. E. Eby Notary Public



Recorded July 18, 1949 at 11:35 A.M.

Charles A. Boker, Register of Deeds
Dorothy K. Boker, Deputy

I, the undersigned, member of the within parties, do hereby acknowledge the full payment of the debt secured hereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record.

Witness my hand and seal this 15th day of August 1949.
The Lawrence Building and Loan Association
Attorney: Lawrence Building and Loan Association
D. E. Erickson, President, Mortgagee