

MORTGAGE

38545

Book 96

(No. 524)

F. J. Ely, Publisher of Legal Rights, Lawrence, Kansas

This Indenture, Made this 26th day of July, 1949, in the year of our Lord one thousand nine hundred and forty-nine between Harry D. Kelly and Olive A. Kelly, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
part 108 of the first part, and The Lawrence Building and Loan Association

part 109 of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Sixteen hundred 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 109 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 99 on New Hampshire Street in the City of Lawrence, Douglas County, Kansas

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

And the said part 109 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.

And that they will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part 108 of the first part shall at all times during the term of this mortgage, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that the part 109 of the second part, the lessor, if any, shall be liable to the part 108 of the first part to the extent of the taxes or assessments so paid. 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 109 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 Sixteen hundred and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 26th day of July, 1949, and by the terms made payable to the part 109 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 109 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 the 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 on any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when due, 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 109 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 108 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 part 108 of the first part for the part 109 of the second part, have hereunto set their hand and seal the day and year last above written.

Harry D. Kelly (SEAL)
Olive A. Kelly (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 26th day of July, A.D. 1949, before me, a Notary Public in the aforesaid County and State, came Harry D. Kelly and Olive A. Kelly, 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

Recorded July 26, 1949 at 3:30 P. 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 26th day of September 1949. The Lawrence Building and Loan Association (Corp. Seal)
Attest: Eugene Howard Ass't Secretary

Barclay C. Beck, Register of Deeds
Dorothy M. Beck, Deputy

This release was written on the original mortgage entered this 26th day of September 1949.

Harold A. Leach
Notary Public
Opportunity