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## MORTGAGE

(No. 52 K)

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

This Indenture, Made this 24th day of August, in the  
year of our Lord one thousand nine hundred and forty-nine between  
Ralph P. Hayden and Marjorie M. Hayden, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
part 1st of the first part, and The Lawrence Building and Loan Association  
part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of  
Twenty-five hundred and no/100 DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, he vs 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:  
Lot No. One hundred and four (104) on  
Connecticut Street, in the City of Lawrence

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 owner of  
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 thereon.  
It is agreed between the parties hereto that the part 1st of the first part shall at all times during the term 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 part Y of the second part, shall 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  
loss, if any, made payable to the part Y of the second part to the extent of 100% interest. 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 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 Twenty-five 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 24th day of  
August, 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 1st of the first part shall fail to pay  
the same as provided in this Indenture.

And this conveyance 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 there 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, within sixty days, 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 charges incident thereto, and the surplus, if any there be, shall be paid by the  
part Y of the second part, 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 1st of the first part he vs hereunto set their hand and seal  
on the day and year last above written.

Ralph P. Hayden (SEAL)

Marjorie M. Hayden (SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.



Do It Remembered, That on this 24th day of August, A.D. 1949  
before me, a Notary Public in the aforesaid County and State,  
came Ralph P. Hayden and Marjorie M. Hayden, husband  
and 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.

My Commission Expires April 21, 1950.

L. E. Eby Notary Public

Recorded August 24, 1949 at 3:30 P. M.

Donald A. Beck Register of Deeds

she 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,  
and this 22nd day of November 1950.

The Lawrence Building and Loan Association  
(Chas. Hall) Attorney-in-Fact  
Asst. Secretary