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MORTGAGE

(Inv. 528)

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

88805

This Indenture, Made this Twentieth (20th) day of August in the year of our Lord one thousand nine hundred and Forty Nine (1949) between L. L. Smith and Irene M. Smith, husband and wife

of Lawrence, in the County of Douglas and State of Kansas part 168 of the first part, and Noble D. Messer and Margaret Messer, husband and wife, as joint tenants with right of survivorship and part 169 of the second part, Not as tenants in common.

Witnesseth, that the said part 168 of the first part, in consideration of the sum of Six Thousand Five Hundred (\$6500.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 169 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. Eleven (11) in Block No. Twenty Six (26) in Sinclair's Addition, an Addition to the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part 168 of the first part therein.

And the said part 168 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 intend of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

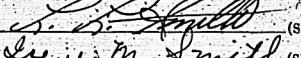
It is agreed between the parties hereto that the part 168 of the first part shall at all times during the life of this indenture, pay all taxes of assessments that may be levied on the property or any interest in the same, and the same shall be paid in lump sum or in installments upon said real estate, and the same shall be paid in each year, and by such instances cannot be specified and directed by the part 169 of the second part, the last, if any, made payable to the part 169 of the second part up to the extent of Fifteen percent interest. And in the event that said part 168 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, that the part 169 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 ten percent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand Five Hundred (\$6500.00) DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 20th day of AUGUST 1949 and by its terms made payable to the part 169 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 169 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 168 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 same are not paid in lump sum or in installments as provided herein, and the same are not kept in good condition as they now are, or if waste is committed on said premises, then this indenture shall become absolute and the same remain unexecuted, and all of the rights 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 169 of the second part to enter upon the same, to take possession of the holder hereof, without notice, and it shall be lawful for the said part 169 of the second part 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 that may be required to pay the taxes and charges incident thereto, and the surplus, if any there be, shall be paid by the said part 169 of the second part to whom it is due, in the first place.

If 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 descend and heirs to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals this day and year last above written.

  
(SEAL)  
  
(SEAL)

STATE OF Kansas  
COUNTY OF Douglas

Be It Remembered, That on the 24<sup>th</sup> day of August A.D. 1949 before me, a Notary Public in the aforesaid County and State, came L. L. Smith and Irene M. Smith, husband and wife to me personally known to be the same 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 on the day and year last above written.

  
My Commission Expires December 4, 1950  
Notary Public  
Marie Peterson  
Notary Public

This Indenture  
is written  
on the original  
mortgage  
dated  
March 15  
1948  
Signed  
Irene M. Smith  
and  
Noble D. Messer  
My Commission Expires December 4, 1950

Recorded August 25, 1949 at 1:00 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 day of 1949.

Noble D. Messer  
Margaret Messer  
Mortgagor, Owner