

3905 BOOK 96

MORTGAGE

This Indenture, Made this 21st day of September A.D. 1949, in the year of our Lord one thousand nine hundred and forty-nine, between William F. Mesner and Edna Mae Mesner, 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 party 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning 28 rods West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section Twenty-nine (29), Township Twelve (12), Range Twenty (20) in the center of Elm Street produced East from North Lawrence; thence North 8 rods; thence East 50 feet; thence South 8 rods to the center of Elm Street produced; thence West along the center of said Elm Street to the place of beginning. In that part of the City of Lawrence formerly known as North Lawrence, less that part lying in Elm Street, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 168 of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted, and stand 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 thereto. It is agreed between the parties herein that the said party of the first part shall, in all things relating to the title of the property, pay all taxes or assessments that may be levied or made payable on the same, and that the said party of the first part shall keep the buildings upon said real estate insured for fire and contents in full sum and by such insurance company as shall be specified and directed by the party of the second part, the cost of which shall be made payable to the party of the second part to the extent of 10% interest. And in the event that said party 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 party of the second part may pay said taxes and insurance, or either, and the amount so expended shall become a part of the indebtedness, accrued by the holder, 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 21st day of September 1949, and by its terms made payable to the party 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 party 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 party 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 payment, then thereof or of 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 are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid by the party of the second part, the cost of which shall be made payable to the party of the second part, to the extent of 10% interest. And in the event that said party 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 party of the second part may pay said taxes and insurance, or either, and the amount so expended shall become a part of the indebtedness, accrued by the holder, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

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, successors and successors of the respective parties hereto.

In Witness Whereof, the party of the first part has hereunto set their hand and seal the day and year last above written.

William F. Mesner (SEAL)
Edna Mae Mesner (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be it Remembered, That on the 21st day of September A.D. 1949 before me, a Notary Public in the aforesaid County and State, came William F. Mesner and Edna Mae Mesner, 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. Eby
Notary Public

My Commission Expires APRIL 21 1950
Recorded September 21, 1949 at 1:45 P.M. Harold A. Beck, Register of Deeds, County Clerk Deputy