

39105 BOOK 96

(No. 52 RD)

W. J. Snyder, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 30th day of September, in the year of our Lord one thousand nine hundred and forty-nine, between William Caldwell Young and Ruth Hobby Young, 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 parties of the first part, in consideration of the sum of Twelve thousand 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:

Lot Three (3) in Westwood, an Addition adjacent to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1as of the first part therein.

And the said part 1as 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties herein that the part 1as 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 becomes due and payable, and that they will 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 party of the second part, and that they will pay all premiums thereon, and that the party of the second part shall pay all taxes and assessments on the same for each taxable year as it may become due and payable, and that the party of the second part shall fail to pay such taxes and assessments due and payable, then the party of the second part shall pay to the party of the second part the amount of such taxes, 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 Twelve thousand and No/100----- DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th day of September, 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 party Y of the second part to pay for my insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1as 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 same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings or other improvements on said real estate are new, or are used, condemned, or destroyed, or if the same are damaged, or if the whole sum remaining unpaid, and all other obligations unpaid, or for which an action may be brought, or if the holder hereof, without notice, and it shall be lawful for the said party 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 the sale to retain the amount then unpaid of principal, interest, taxes, costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party of the second part to the party of the first part, as demanded, and the party of the first part, as demanded, shall pay to the party of the second part the amount of such taxes, 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.

It is agreed by the parties herein that the terms and provisions of this indenture and such 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 herein.

In Witness Whereof, the part 1as of the first part has hereto set their hand and seal the day and year last above written.

William Caldwell Young (SEAL)
Ruth Hobby Young (SEAL)

STATE OF Kansas }
COUNTY OF Douglas }



Be It Remembered, That on this 30th day of September A.D. 1949
before me, a Notary Public, in the aforesaid County and State,
came William Caldwell Young and Ruth Hobby Young,
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.

L. E. Eby
Notary Public

My Commission Expires April 21, 1950

Recorded September 30, 1949 at 1:30 P. M.

RELEASE

Harold A. Beck Register of Deeds

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 5th day of September 1959.

The Lawrence Building and Loan Association
H. C. Brinkman, President Mortgagor.

Attest: Imogene Howard, Ass't. Secretary

(Corp. Seal)