

39500. BOOK 96

(See 53 E)

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MORTGAGES

This Indenture, Made this 21st day of November, in the
year of our Lord one thousand nine hundred and forty-nine,
between
Jessie M. Richardson, a widow,

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

parts _____ of the first part, and _____.

part... of the second part.

Witnesseth, that the said party _____ of the first part, in consideration of the sum of

Two thousand and no/100 DOLLARS
to John duly paid, the receipt of which is hereby acknowledged, has been sold, and by this instrument
L.S. GRANT BARGAIN, SELL and MORTGAGE to the said party John 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 Fifty (150) on Louisiana Street in the City of
Lawrence, in Douglas County, Kansas.

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

And the said part Y _____ of the first part do D.S. hereby covenant and agree that at the delivery hereof she is the lawful owner.

of the premises above granted, and seated or a good and sufficient estate of inheritance therein, free and clear of all incumbrances.

and that said will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part of the first part shall at all times during the life of the underwritten, 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 underwriter ^{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...^{of} the second part, the premium thereon to be paid by the part...^{of} the second part to the extent of 1% per annum. If, any, made payable to the part...^{of} the second part to the extent of 1% per annum. In and the event that said part...^{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...^{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 100,000.00 DUE AND PAYABLE ON THE 1ST DAY OF JUNE, 19

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 21st, day of November, 1949, and by 1155 terms made payable to the part y of the second part, with all interest accrued 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 y 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 at a time specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof on 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 the obligations provided for in said written obligation, then that conveyance shall become absolute and the whole sum remain 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 chosen by the holder hereof, without notice, and it shall be lawful for the said party, or for the second party, to take possession of the premises so held, and the addendum hereof, and all the improvements thereto 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 expenses incurred thereby, and the overplus, if any, that may be, shall be paid to the holder hereof.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation herein 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.

of the first part has been hereunto set hand and
Jessie M. Richardson (SEAL)
11 (S.M.)

STATE OF Kansas }
COUNTY OF Bourges. }ss.

Be It Remembered, That on this 21st day of November, A.D. 1949,
before me, a Notary Public, in the aforesaid County and State,



McGraw-Hill Series April 21st 1950

Recorded November 22, 1949 at 4:15 P. M.

Serial 6-12 Register of Books

Release

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt above named, and release the holder of this note to enter the discharge of this mortgage of record. At the 3rd day
of March 1886.

Attack
of S. S. E. by
the enemy
(continued)