

39633 BOOK 97

MORTGAGE (No. 22 22) H. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 13th day of December, in the year of our Lord one thousand nine hundred and forty-nine between Hubert C. Bray and Gertrude Bray, his wife,

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The First National Bank of Lawrence, Kansas, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Two Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture 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: The East 125 feet of Lot No. Twelve (12) in Block No. Three (3), in South Lawrence, an addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except as first lien to the First National Bank of Lawrence, Kansas, in the amount of \$600.00, dated December 23, 1948.

It is agreed between the parties hereto that the part 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 become due and payable, and the said parties of the first part shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as may be specified and directed by the part of the second part, the loss, if any made payable to the part of the second part to the extent of the interest. And in the event that said part of the second 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 first 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 Two 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 13th day of December, 1949, and by its terms made payable to the part 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 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 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 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 waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations now, or if waste is committed on said premises, 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 of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law, and out of all moneys arising from such sale to retain 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 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 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 therefrom.

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

Hubert C. Bray (SEAL)
Gertrude Bray (SEAL)
Roy L. Bray (SEAL)
One May Bray (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 13th day of December A.D. 1949 before me, a notary public in the aforesaid County and State, came Hubert C. Bray and Gertrude Bray, his 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.

Edwin Hoover Notary Public

This release was written on the original mortgage entered this 22nd day of August 1950
Harold A. Beck
Register of Deeds

My Commission Expires April 17, 1952

Recorded December 16, 1949 at 11:05 A.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 21 day of August 1950

(Corp. Seal)

THE FIRST NATIONAL BANK of Lawrence, Kansas
Mortgages - owner.

Louis A. Beck Register of Deeds