

BOOK 97

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

MORTGAGE

This Indenture, Made this 10th day of January, in the
year of our Lord one thousand nine hundred and fifty between
George W. Harris and Susan Harris, his wife
_____ of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association
_____ part y of the second part.

Witnesseth, that the said part 103 of the first part, in consideration of the sum of
Fifteen Hundred and no/100-----DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has VS sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part VS of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning Seven and Five Tenths (7.5) feet East of the Southeast corner of Lot Two Hundred Four (204), ^{4th} Fairfax Addition to the City of Lawrence; thence South fifty (50) feet; thence West one Hundred Fifty-Seven and five tenths (157.5) ^{feet}; thence North Fifty (50) feet; thence East One Hundred Fifty-Seven and five tenths (157.5) feet to the place of beginning, and located in the Southwest Quarter (SW4) of Section Thirty-two (32), Township Twelve (12), Range

with the appurtenances and all the estate, title and interest of the said part 1.03 of the first part therein.

And the said part 1.03 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.

..... and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 1.63 of the first part shall at all times during the life of this indenture, pay to the said WILLIAM all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that WILLIAM shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as WILLIAM may see fit to insure, and shall pay the premium thereon, and the cost, if any, made payable to the said WILLIAM; and the second part shall be subject to and secured by a special and general lien in favor of the said WILLIAM in the sum of one hundred and fifty dollars, and in the event that said part 1.63 of the first part shall fail to pay such sums when the same become due and payable or to keep said premises insured as herein provided, then the part 1.63 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 five per cent. from the date of payment until fully paid.

Fifteen Hundred and no/100-----

part may pay said taxes and interest, and interest on the sum of Fifteen Hundred and no/100 Dollars, or interest on the sum of no/100 Dollars, from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of no/100 Dollars, according to the terms of no/100 certain written obligation for the payment of said sum of money, executed on the 10th day of January 1950, 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 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 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.

IN WITNESS WHEREOF, the within parties have hereunto set their hands and seals, and the within instrument contained therein fully discharged. If default be made in the payment of the sum of money secured by this mortgage, the sum of money secured by this mortgage shall be due and payable immediately.

[illegible]

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

George W. Harris (SEAL)
Susan Harris (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss

Be It Remembered, That on this 10th day of January A. D. 19 50
before me, a Notary Public in the aforesaid County and State;
came George W. Harris and Susan Harris, his wife

to me personally known to be the same person,⁵ 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: *T. E. F. [Signature]*

My Commission Expires April 21 1950

Recorded January 10, 1950 at 5:00 P. M.

This release
was written
on the original
mortgage

entered
this 20th day
of October
19 50

Harold A. Beck
Reg. of Deeds
Dorothy M. Beck
Deputy