

39822 BOOK 97

MORTGAGE

(U.S. 52 52)

W. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this SIXTEENTH day of January, in the
year of our Lord one thousand nine hundred and fifty between
John Withers and Louise Withers, 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

party of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of
Five hundred and no/100 (\$500.00) DOLLARS

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

Beginning sixty (60) feet North of the Southeast corner of Block six (6).

in that part of the city of Lawrence, Douglas County, Kansas, known as South

Lawrence; thence West one hundred twenty-five (125) feet; thence North sixty (60)

feet; thence East one hundred twenty-five feet; thence South sixty (60) feet

to place of beginning in the city of Lawrence, being parts of Lots ten (10) and

eleven (11) in said Block six (6).

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

And the said part ies 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 hereto that the part ies 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 that they will keep the buildings upon said real
estate insured against fire and accidents in such sum and by such insurance company as shall be specified and directed by the part ies of the second part, the
loss, if any, made payable to the part ies of the second part to the extent of 10% interest. And in the event that said part ies 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 ies 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 Five 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 sixteenth 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 ies 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 ies 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 want is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid of 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 of
the holder hereof, without notice, and it shall be lawful for the said part ies of the second part to take possession of
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 such sale to secure
the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the
part ies making such sale, on demand, to the first part ies.
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, assigns and successors of the respective
parties hereto.

In Witness Whereof, the part ies of the first part he YE hereunto set their hand and
affix the day and year last above written.

John Withers (SEAL)
Louise Withers (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 16th day of January, A.D. 19 50,
before me, a Notary Public in the aforesaid County and State,
came John Withers and Louise Withers

to me personally known to be the same persons 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.

My Commission Expires July 13, 1952

RELEASE

1, 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 13th day of October 1953
(Corp. Seal) By E. B. Martin Vice President
Mortgagee Owner