

39825 BOOK 97

MORTGAGE

(50.52 K)

H. I. Barker, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 13th day of January, in the
year of our Lord one thousand nine hundred and fifty between

John B. Potter and Ruth E. Potter, his wife

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

Witnesseth, that the said part 100 of the first part, in consideration of the sum of Fourteen Hundred and no/100 -----DOLLARS to them July paid, the receipt of which is hereby acknowledged, have YE sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said party Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas; to-wit:

Lot Numbered Five (5) in Block Twenty Two (22) in Sinclair's Addition to the City of Lawrence, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 100 of the first part shall at all times during the life of the mortgage pay all costs or assessments that may be levied or assessed against said real estate as the same becomes due and payable, and the part 100 of the second part 100 keep the buildings upon said real estate insured against fire and tornadoes in such sum and by such insurance as the mortgagee may require, and the part 100 of the second part shall pay the cost of such insurance, if any, made payable to the part 100 of the first part or to the extent of 100 percent. And in the event that said part 100 of the first part shall fail for any such reason or reasons when the same become due and payable or said part premises insured as herein provided, then the part 100 of the second part may pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this mortgage, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT IS intended as a mortgage to secure the payment of the sum of _____ DOLLARS,
Fourteen Hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th
JANUARY 1950, and by sits 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 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 instrument.

[illegible]

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

John B. Potter (SEAL)
Ruth E. Potter (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 13th day of January A.D. 1950
before me, a Notary Public in the aforesaid County and State,
came John B. Potter and Ruth E. Potter, husband and wife

to me personally known to be the same person who executed the foregoing instrument and who 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 _____

August 9

19-53

Recorded January 17, 1950 at 11:05 A. M.

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Registrar of Deeds to enter the discharge of this mortgage of record, dated this 2 day of January 1976.

(Coig Seal)

The Lawrence National Land, Lawrence, Kansas
J. J. Glasgow Vice Pres.
Mortgage, Lured!