

40082 BOOK 97

MORTGAGE

(No. 53 H)

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This Indenture, Made this 17th day of February, in the year of our Lord one thousand nine hundred and fifty, between

Maud Smith, a single woman

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

part V of the second part.

Witnesseth, that the said part V of the first part, in consideration of the sum of Eight Hundred Fifty and no/100-----DOLLARS

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

Lot One Hundred and eight (108) on Indiana Street in Block forty (40) in that part of the City of Lawrence, known as West Lawrence

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

And the said part V of the first part do as hereby covenant and agree that at the delivery hereof she is 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,

It is agreed between the parties hereto that the part V 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 part V of the second part, pay all taxes and expenses incurred against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part V of the first part, if any, made payable to the part V of the second part to the extent of 10% interest. And in the event that the said part V of the first part shall fail to pay such taxes when the same become due and payable or to keep premises insured as herein provided, then the part V of the second part shall fail to pay such taxes or interest thereon, 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 Eight Hundred Fifty and no/100-----DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 17th day of February 1950, and by L.E. Eay terms made payable to the part V 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 V 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 V of the first part shall fail to pay the same as provided in this indenture.

And this obligation shall be paid 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 same on said real estate are not kept in a 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 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, and all the improvements thereon, the amount provided for and to have and to hold the same expedited to collect the same and benefits accruing therefrom; and to sell and remove the same, or the same provided for, in the manner provided by law, and out of all money owing from the sale of the same 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 V making each sale, on demand, to the part V.

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 to their heirs, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Maud Smith (SEAL)

(SEAL)

STATE OF Kansas }
COUNTY OF Douglas }

Be It Remembered, That on this 17th day of February A.D. 1950 before me, a Notary Public, in the aforesaid County and State, came Maud Smith, a single woman

to me personally known to be the same person 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.

L.E. Eay
Notary Public

My Commission Expires April 21, 1950

Recorded February 1, 1950 at 1:15 P.M.

Harold A. Beck Register of Deeds

This release was written on the original instrument.

Attest: Imogene Howard
Ass't. Secretary

The Lawrence Building and Loan Association
W. E. Decker, Vice-President
Mortgagor

(Corp Seal)

the 12th day of November 1954
Harold A. Beck
Register of Deeds
Mary Wilson

This document was recorded on the 12th day of November 1954.
Harold A. Beck
Register of Deeds