

40267 BOOK 97

MORTGAGE

CN. 53 KJ

F. J. Boyer, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 9th day of March in the year of our Lord one thousand nine hundred and fifty between

Sara F. Cook, a widow,

of Lawrence, in the County of Douglas and State of Kansas

part Y of the first part, and The First National Bank of Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of

Two Thousand and no/100 DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es 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:

Lot # 174 on Tennessee Street in the city of Lawrence,

Douglas County, Kansas.

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

And the said part Y of the first part do es 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,

and that she will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part Y of the first part shall at all times during the term of this indenture, pay all taxes and assessments that may be levied or assessed against and real estate upon the same becoming due and payable, then \$100.00 shall be paid to the said part Y of the second part, the amount of any surplus to be applied to the part Y of the second part to the extent of 10% interest. And in the event that said part Y 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 Y 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 Two Thousand and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 9th day of March 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 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, then the same may be charged on 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 interest is not kept up, as provided herein, or if the buildings 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, without notice, and it shall be lawful for the said holder to sell the same, or any part thereof, or to sue for the recovery of the same, or to take possession of the 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; or to sue for a ready ground rent on part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount of the unpaid principal of the debt, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y of the first part, making such sale, on demand, to the first part.

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

In Witness Whereof, the part Y of the first part has hereto set her hand and seal the day and year last above written:

Sara F. Cook (SEAL)

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss.

Be it Remembered, That on this 9th day of March A.D. 1950  
before me, a notary public in the aforesaid County and State,  
came Sara F. Cook, a widow,

to the 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.

George Beck Notary Public

This release  
was written  
on the original  
mortgage  
entered  
this 30th day  
of Nov.  
1954  
Herald A. Beck  
Reg. of Deeds  
Maria Wilson  
Deputy

Recorded March 10, 1950 at 9:50 A. M.

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