

40383 BOOK 98

MORTGAGE

(No. 22-3)

V. J. Hayes, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 4th day of April, in the year of our Lord one thousand nine hundred and forty-five, between

George M. March and Mary A. March, 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, Lawrence, Kansas, party of the second part.

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

Lot No. 81 on Kentucky Street, Lawrence, Kansas

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

And the said party 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 that the good and sufficient title of inheritance thereto, free and clear of all encumbrances, EXCEPT THE ESTATE MORTGAGE TO THE FIRST NATIONAL BANK OF LAWRENCE, LAWRENCE, KANSAS, dated September 3, 1949, for \$1,000.00, and that they will warrant and defend the same against all persons making lawful claim theron.

It is agreed between the parties hereto that the party 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 and the same become due and payable, and that the party of the first part shall keep the buildings upon said real estate in good repair, and that the party of the second part, in case of damage to any building or part thereof, may enter upon the same and make such repairs as may be necessary to put the same in as good condition as it was before the damage occurred, and in the event that said party of the first part shall fail to pay such taxes or assessments, or to keep said premises insured as herein provided, then the party 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 One 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 4th day of April 1950, and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such premises be made in lawless specified, and the obligation contained therein fully discharged. If default be made in the payment of any sum or sum of money, or if the premises, or the buildings on said real estate, or the land where 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, and all 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 party of the second part, to take possession of the said premises and to apply the same to the payment of the principal sum, and all the interest accrued, or to collect the same and bring suit to recover the amount that unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the party of 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 thereon, shall extend and run to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

George M. March (SEAL)
Mary A. March (SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS }

Be It Remembered, That on this 4th day of April A.D. 1950 before me, a notary public in the aforesaid County and State, came George M. March and Mary A. March, his wife,

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.

Elvin Hoover
Notary Public

My Commission Expires April 17 1952

Recorded April 1, 1950 at 10:15 A.M.

David T. Beck Register of Deeds

I, 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, dated this 26th day of April 1957, The First National Bank of Lawrence, Kansas

by E.S. Martin Jr.
Corporate Seal
Mortgagee, C. B. Martin Jr.,
Mortgagee, C. B. Martin Jr.