

**40460**      **BOOK 98**  
(No. 52 H)      F. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

**MORTGAGE**

**This Indenture**, Made this 18th day of April, 1950, in the  
 year of our Lord one thousand nine hundred and fifty between  
Harry F. Moody and Gora E. Moody, husband and wife  
 of Lawrence, in the County of Douglas and State of Kansas  
 part ies of the first part, and The Lawrence Building and Loan Association  
 part Y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of  
Four Hundred and no/100 DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, have 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:  
Lot three (3) in Block twenty-one (21) in Sinclair's Addition  
to the City of Lawrence

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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage  
 to the Lawrence Building and Loan Association for \$4000.00 recorded in book  
 98 at page 206 of the Records of the Register of Deeds of Douglas County,  
 Kansas, and that they will warrant and defend the same against all parties making lawful claim thereon.

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 becomes due and payable, and that they will keep the buildings upon said real  
 estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the  
 loss, if any, made payable to the part ies of the first part. 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 Y of the second  
 part shall 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 Four 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 18th day of  
April, 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 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  
 provided for in said written obligation, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations  
 of the holder hereof, without notice, and it shall be lawful for the said part Y 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 retain  
 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 have hereunto set their hands and  
 seals, the day and year last above written.

Harry F. Moody (SEAL)  
Gora E. Moody

STATE OF Kansas  
 COUNTY OF Douglas } ss.



Be It Remembered, That on this 18th day of April, A.D. 19 50  
 before me, a Notary Public in the aforesaid County and State,  
 came Harry F. Moody and Gora E. Moody, husband  
and wife  
 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 April 21st 19 50

L. E. Eby  
 Notary Public

Recorded April 18, 1950 at 1:40 P. M.

RELEASE

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 of record. Dated this  
 28th day of September 1953

ATTEST: L. E. Eby  
 Secretary (Corp. Seal)

The Lawrence Building and Loan Association  
W. E. Decker Vice Pres. Mortgagee.

Donald A. Decker Register of Deeds