

40471 BOOK 98

MORTGAGE

(5) 53 83

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 15th day of April, in the
year of our Lord one thousand nine hundred and fifty between
Clyde Bell and Julia R. Bell, his wife

of Lawrence, in the County of Douglas and State of Kansas
part 108 of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of

Thirty-five Hundred and no/100 ----- DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, he TO 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:

Lots Ninety-eight (98) and One Hundred (100)
on Tennessee Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 103 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 1/3 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 that they shall keep the buildings upon said real estate insured against fire and theft, and shall cause the same to be so insured by a company as they shall specifically designate in the part 2 of the second part, of the amount of the loss, if any, made payable to the part 2 of the second part to the extent of the loss. And in case of any such loss or damage to the buildings, the part 2 of the second part shall pay for such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 2 of the second part may pay said taxes and insurances, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear

THIS GRANT is loaned as a mortgage to secure the payment of the sum of thirty-five Hundred and no/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 15th 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 100 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, or if the said party of the first part shall fail to perform any of the covenants herein contained, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations and liabilities herein contained shall become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to sue for and recover the sum of the second part of the said promissory note and all the improvements therein in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing on the premises and to apply the same to the payment of the said principal and interest, together with the costs and charges incident to the execution, if any there be, said party of the first part, making such sale, on demand, to the first party of the first part.

It is agreed by and between the parties hereto that each and every obligor, representative, assignee, successor, personal representative, estate and successor of the respective therefrom, shall extend and assure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective

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 has ya hereunto set their hand s and seal s the day and year last above written.

Byzle Bell (SEAL)
Julia R Bell (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss

Be It Remembered, That on this 15th day of April A. D. 19 50
before me, a Notary Public in the aforesaid County and State,
came Clyde Bell and Julia R. Bell, husband and 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.

reunited subscribed my name, and affixed my official seal on the

J. Blagovest

Notary Public

My Commission Expires: July 17 19 50

Harold A. Beck - Register of Deeds

Recorded April 20, 1950 at 2:05 P. M.