

40504 BOOK 98

MORTGAGE

(No. 52 K)

K. J. Boyer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 22nd day of April, in the year of our Lord one thousand nine hundred and fifty, between

Thomas R. Patterson and Anna M. Patterson, husband and wife

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

part 1/8 of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part 1/8 of the first part, in consideration of the sum of Twelve Hundred and no/100----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

The South 4/5 of the East half of the Southeast Quarter of Block 9, less the North Seventy-five (75) feet thereof, in that part of the City of Lawrence, Douglas County, Kansas, known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1/8 of the first part therein.

And the said part 1/8 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 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 1/8 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or accrued against said real estate when the same becomes due and payable, and that, if the building or real estate is not kept in as good repair as they are now, if any, or liable to demands in such sum and by such insurance company as the said party Y of the second part, the same may be repaired or replaced by the said party Y of the second part to the extent of 1/8 of the amount of the same. And in the event that said part 1/8 of the first part shall fail to pay such taxes when the same become due and payable, and 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 Twelve 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 22nd 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 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 defaults be made in such payments or if any interest thereon or any obligation created thereby, or interest thereon, or if the taxes or real estate are not paid when the same becomes due and payable, or if the insurance is not kept up, as provided herein, or if the buildings or real estate are not kept in as good repair as they are now, if any, or liable to demands in such sum and by such insurance company as the said party Y of the second part, the same may be repaired or replaced by the holder hereof, without notice, and it shall be lawful for the said party Y of the second part 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 arising therefrom; and to sell the premises having or any part thereof, in the manner prescribed by law, and out of all monies arising from the sale to retain the amount that represents principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party Y of the second part, making such sale, on demand, to the first part 1/8.

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 1/8 of the first part ha ve herunto set their hand and seal at the day and year last above written.

Thomas R. Patterson (SEAL)
Anna M. Patterson (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 22nd day of April A.D. 1950
before me, a Notary Public in the aforesaid County and State,
came Thomas R. Patterson and Anna M. Patterson,
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.

L. E. Eby
Notary Public

My Commission Expires April 21st 1954

Recorded April 25, 1950 at 3:20 P. M.

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 10th day of December 1951. The Lawrence Building & Loan Association H. C. Brinkman President Attest: Eugene Howard Asst Secy. (Copy. Seal)

RELEASE

Deeds
This release
was written
on the original
mortgage
entered
the 10th day
of December
1951
H. C. Brinkman
President
Lawrence Building & Loan Association

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