

40:14 BOOK 98

(Vol. 52 M)

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

MORTGAGE

This Indenture, Made this 27th day of April, in the year of our Lord one thousand nine hundred and fifty, between Ralph W. Dicker and Alice L. Dicker, husband and wife

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

parties of the first part; and The Lawrence Building and Loan Association

parties of the second part.

Witnesseth, that the said parties, in consideration of the sum of

Three thousand and no/100 DOLLARSto 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:Lot No. Four (4) in Block No. Eight (8) in Lane's FirstAddition, an Addition to the City of Lawrence, in Douglas
County, Kansas.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 at the delivery hereof they are the lawful owner, B 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 assessed against said real estate when the same becomes due and payable, and that L. E. Eby 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 by the part Y of the second part to the extent of 4 1/2% interest. And in the event that said part 1/8 of the first part shall fail to make payment when the same becomes due and payable, the premium insured 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 Three 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 27th 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 1/8 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 buildings on said real estate are not kept up, as provided for, or if the buildings on said real estate are not kept in as good repair as they are now, or if water damage is caused to said premises, or if the holder hereof shall have a right to take possession of the same, remaining unpaid, for all or any part of the time for which the same remain unpaid, the holder hereof, 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 part 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 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, and the amount of any taxes, interest, costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y of the second part to such sole 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 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 part 1/8 of the first part ha ve hereunto set their hand and and the day and year last above written.

Ralph W. Dicker (SEAL)
Alice L. Dicker (SEAL)

STATE OF Kansas }
COUNTY OF Douglas }
ss.



Be It Remembered, That on this 27th day of April, A.D. 1950, before me, a Notary Public, in the aforesaid County and State, came Ralph W. Dicker and Alice L. Dicker, 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.

L. E. Eby
Notary Public

My Commission Expires APRIL 21st 1954Received April 21, 1954 at 1:30 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 6th day of August 1953.

Attest The Lawrence Building and Loan Association

W. E. Decker Vice President Mortgage.

Imogene Howard Ass't. Secretary (Corp. Seal)

Harold A. Back Register of Deeds