

MORTGAGE		40579 BOOK 98	K. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas
<p><b>This Indenture</b>, Made this <u>18<sup>th</sup></u> day of <u>April</u>, in the year of our Lord one thousand nine hundred and <u>Fifty</u>.</p> <p>between  <u>W. L. NORRIS and RUTH W. NORRIS, his wife,</u></p> <p>of <u>Lawrence</u> in the County of <u>Douglas</u> and State of <u>Kansas</u></p> <p>parties of the first part, and <u>SILOU C. STOWITS</u></p> <p>party of the second part:</p> <p>Witnesseth, that the said party <u>SS</u> of the first part, in consideration of the sum of <u>Two Thousand and no/100----- DOLLARS</u></p> <p>to <u>them</u> duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do <u>GRANT, BARGAIN, SELL and MORTGAGE</u> to the said party <u>SS</u> of the second part, the following described real estate situated and being in the County of <u>Douglas</u> and State of Kansas, to-wit:</p> <p><u>Lots Nos. Fifteen (15), Sixteen (16)</u>  <u>and Seventeen (17) in Block No. One</u>  <u>Hundred Eighty (180) in the City of</u>  <u>Eudore</u></p> <p>with the appurtenances and all the estate, title and interest of the said party <u>SS</u> of the first part therein.</p> <p>And the said party <u>SS</u> of the first part do <u>hereby covenant and agree</u> that at the delivery hereof, <u>they are the lawful owners</u> of the premises above granted, and stand of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.</p> <p>It is agreed between the parties hereto that the party <u>SS</u> of the first part shall at all times during the term of this indenture, pay all taxes or assessments and costs incurred against the said real estate in such sum and by such instruments as he may be required to do, and shall pay <u>\$14.00</u> per month for the buildings upon and in the land, if any, so made payable to the party <u>SS</u> of the second part to the sum of <u>one dollar</u> of the party <u>SS</u> of the first part, and such other amount as the sum hereinabove due and payable to keep said premises unencumbered as herein provided, then the party <u>SS</u> of the second part may pay and hold over to the holder hereof, or either the party <u>SS</u> or the party <u>SS</u> of the second part shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of <u>6%</u> from the date of payment until fully repaid.</p> <p>THIS GRANT is intended as a mortgage to secure the payment of the sum of <u>Two Thousand and no/100----- DOLLARS</u>, according to the terms of <u>12</u> certain written obligations for the payment of said sum of money, executed on the <u>14</u> day of <u>APRIL</u>, <u>1950</u> and by <u>its</u> terms made payable to the party <u>SS</u> 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 <u>SS</u> of the second part to pay for my insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party <u>SS</u> of the first part shall fail to pay the same as provided in this indenture.</p> <p>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 payment, or any part thereof or any obligation created thereby, or interest thereon, or if the tax or said real estate are not paid when the same become due and payable, or if the buildings on said real estate are not kept in as good repair as they are now, or if there is a conveyance on said real estate, then the party <u>SS</u> of the first part shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party <u>SS</u> of the second part to sue for the recovery of the possession of the said premises and all the improvements theron in the manner provided by law and to have a receiver appointed to collect the rents and issues arising from such sale to create a fund to pay the principal and interest and all costs and charges incident theron, and the overplus, if any there be, shall be paid by the party <u>SS</u> of the second part to the holder hereof.</p> <p>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 operate, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.</p> <p>In Witness Whereof, the parties of the first part to w.g. herein set <u>their hands</u> and seal the day and year last above written.</p> <p><u>W. L. Norris</u> (SEAL)  <u>Ruth W. Norris</u> (SEAL)</p>			
<p>STATE OF KANSAS }    COUNTY OF DOUGLAS }</p> <p>Be It Remembered, That on this <u>18<sup>th</sup></u> day of <u>April</u>, A.D. 1950    before me, a Notary Public in the aforesaid County and State,    came <u>W. L. Norris and Ruth W. Norris, his wife,</u></p> <p>to me personally known to be the same persons, who executed the foregoing instrument and duly acknowledged the execution of the same.</p> <p>IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.</p> <p><u>Joe Taylor</u> Notary Public</p>			



My Commission Expires Oct. 30, 1950

This release was written on the original mortgage entered this 2nd day of April 1950 Harold J. Beck

Recorded May 5, 1950 at 2:00 P.M.

Dorothy J. Beck  
Deputy

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 2 day of June 1950

Silou C. Stowits Mortgagor, Owner