

40578 BOOK 98

(No. 52 K)

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MORTGAGE

This Indenture, Made this eighth day of May, in the year of our Lord one thousand nine hundred and fifty, between

Raymond E. Feist and Dorothy J. Feist, 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

part Y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of Four thousand dollars 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:

Lot fourteen (14) in Block thirteen (13) in University Place,
an 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 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 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 Y of the second part, and the premium thereon to be paid by the part Y of the second part. And in the event that said part ies of the first part shall fail to make such taxes and insurance as aforesaid, the same shall be payable to keep and premises insured as herein provided, then the part Y of the second part may pay such taxes and insurance, or either, and the amount so paid shall become 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 thousand dollars and no/100-----DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of May, 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 they become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are damaged by fire or tornado, and all of the obligations provided for in said written obligation, or the amount for which this indenture is given, shall immediately mature and become due and payable at the option of the party hereto who creates it, 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, in the manner prescribed by law, and out of all moneys arising from the sale, to retain the amount unpaid of principal and interest, together with all costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first party, ies.

It is agreed by the parties hereto that the rights and privileges of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend to their heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part ies of the first part ha ve hereunto set their hand s and seal the day and year last above written.

Raymond E. Feist (SEAL)
Dorothy J. Feist (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

Be It Remembered, That on this 8th day of May A.D. 1950, before me, a Notary Public in the aforesaid County and State, came Raymond E. Feist and Dorothy J. Feist, 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 8th day and year last above written.

My Commission Expires APRIL 21st 1954

Notary Public

Recorded May 8, 1950 at 1:30 P.M. Raymond E. Feist Register of Deeds
 I, the undersigned, owner of the aforesaid tract of land, do hereby acknowledge the true payment of the aforesaid amount, and hereby acknowledge the Register of Deeds to enter the aforesaid tract of land in my name, record date this 8th day of May, 1950. Attest: L. E. Eby, Secretary The Lawrence Building and Loan Association
 (Carry Seal) By the Lawman Recording the Deed
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