

60985 BOOK 98

MORTGAGE

(Rev. 2-2-32)

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

This Indenture, Made this 16th day of June, in the year of our Lord one thousand nine hundred and fifty between

Odeal F. George, a widow

of Lawrence, in the County of Douglas and State of Kansas
part Y of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

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

Five Hundred Dollars and no/100----- DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has she 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 No. One Hundred Eleven (111) and One Hundred Thirteen (113)
on Vermont Street, in the City of Lawrence

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

And the said part Y of the first part do GRANT hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that she will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part Y 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 she 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 part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part Y of the first part shall fail to pay such taxes and insurance, or other, 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 Five Hundred 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 16th day of June 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 default be made in such payments or any part thereof or any obligation covered 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 insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are provided for in said written obligation, 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 part Y making such sale, on demand, to the first part Y.

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 have in, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part Y of the first part has hereto set her hand and seal, the day and year here above written.

Odeal F. George (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

I, the undersigned, clerk of the said mortgage, do hereby acknowledge that payment of the sum of Five Hundred Dollars and no/100 has been made to the said Odeal F. George, a widow, by the said The Lawrence Building and Loan Association, and that the said mortgage is hereby acknowledged and recorded in the public records of the County of Douglas, State of Kansas, on the 16th day of June, 1950, at Lawrence, Kansas. (Copied true)

This release was written on the original mortgage.

Witness my hand and seal the 27 day of January 1950.

W. J. Boyles

Lawrence, Kansas