

41033 BOOK 98

Rec. No. 7652  
Fee Paid \$5.50

## MORTGAGE

(No. 52 K)

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

**This Indenture**, Made this 6th day of July, in the year of our Lord one thousand nine hundred and fifty, between

Richard L. Riggs, a single man

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 ofTwenty-two Hundred Dollars and no/100----- DOLLARSto him due paid, the receipt of which is hereby acknowledged, he 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 the County of Douglas and State of Kansas, to-wit:Lot One (1) in Block Two (2) of Cranson's Sub-division of Block Fifteen (15) of Babcock'sEnlarged Addition to the City of Lawrence, Kansaswith 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 hereby covenant and agree that at the delivery hereof that he is the lawful owner of the premises above granted, and vested of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that he will warrant and defend the same against all parties making lawful claim thereto. 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 becomes due and payable, and that he will keep the buildings upon said real estate, repaired against fire and damage such as may be necessary to be specific and distinct by the part Y of the second part, the part Y of the first part to pay the part Y of the second part to the extent of 1/3 of the same. And if the part Y of the second part shall fail to pay such taxes when the same become due and payable or to keep and 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 Twenty-two 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 6th day of July, 1950, and by it is 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 instrument shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in payment of or failure to pay thereon to 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 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 now, or if waste is committed on said premises, then this conveyance 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 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 collector appointed to collect the rents and benefits accruing thereon, and to sell the same as herein provided, for the payment of law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the 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 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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective persons hereto.

In Witness Whereof, the part Y of the first part has hereunto set his hand and seal, the day and year last above written.Richard L. Riggs (SEAL)STATE OF Kansas }  
COUNTY OF Douglas }  
ss.Be it Remembered, That on this 6th day of July A.D. 1950, before me, Notary Public in the aforesaid County and State, came Richard L. Riggs, a single man.

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. Clegg  
Notary Public

My Commission Expires APRIL 21st 1954

Recorded July 1, 1950 at 3:15 A.M.

Harold A. Back Register of Deeds

## Release:

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 8th day of April, 1957.

Attest: Eugene Sawyer The Lawrence Building and Loan Association  
(President)  
Asst. Secretary F.C. Brinkman President, Mortgagee.This release  
was written  
on the original  
mortgage.On 9th day  
of April  
in 1957Signed by  
Linda Back  
Exec. of DeedsSt. Michael  
County