

41117 BOOK 98

MORTGAGE

No. 52 M

V. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 15th day of July, in the year of our Lord one thousand nine hundred and fifty, between

Olga L. Johnson, a single woman

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

part Y of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

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

Twenty nine Hundred and no/100 DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has 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 205, 207, 209, 211, and 213 on Elm

Street in Subdivision of the Northeast

Quarter of Block 11 in that part of the

City of Lawrence, Douglas County, Kansas,

known as North 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 hereby covenant and agree that at the delivery hereof she 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 she will warrant and defend the same against all parties making lawful claim thereto, that may be levied or asserted against and in respect whereof, she shall at all times during the life of this indenture, pay all taxes or assessments levied against her and incurred in such sum and by such time before the same become due and payable, and that SHE WILL keep the buildings upon said real estate in good repair and in good standing, and shall not make any alterations or improvements thereon without the consent of the holder hereof, and shall pay to the said part Y of the second part the amount so expended by the part Y of the second 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 second part may pay such 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 six percent per annum until fully repaid.

THIS GRANT is intended as a means to secure the payment of the sum of

Twenty nine Hundred and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 15th day of July 1950, and by Y 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 tax with interest thereon as herein provided, in the event that said part Y of the second 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 second part may pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the above mentioned debts fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the part Y of the second part on and real estate ever be sold when they are now, or if a waste is committed on said property, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations for the payment of the same, shall immediately become due and payable, and the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to collect payment of the same, to take possession of the said premises and all the improvements thereon in the manner prescribed by law and out of all moneys arising from the sale or rental of the same, to retain the amount thereof unpaid, principal and interest, with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y of the second part.

It is agreed by the parties to this indenture that the terms and conditions 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 parties hereto.

In Witness Whereof, the part Y of the first part he R, herein set her hand and seal, the day and year last above written.

*Olga L. Johnson* (SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

Be It Remembered, That on the 15th day of July A.D. 1950  
before me, a Notary Public in the aforesaid County and State,  
came Olga L. Johnson, a single woman

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.

*Howard Beck*  
Notary Public

My Commission Expires January 25 1954

Recorded July 17, 1950 at 9:05 A. M. RELEASE *Howard Beck* Register of Deeds  
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.  
*Howard Beck* Dated this 12th day of December 1953 The Lawrence National Bank, Lawrence, Kansas  
(Attest: J. Underwood by John P. Peters  
Vice President (Corp. Seal) Cashier Mortgagor  
*Barry L. Johnson*