

BOOK 93

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

This Indenture, Made this _____ day of AUGUST, in the
year of our Lord one thousand nine hundred and fifty between
Howard J. Lee and Cecil L. Lee, Husband and Wife

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and L. A. Guiles and Anna L. Guiles, husband and wife,
as joint tenants, with right of survivorship and
not as tenants in common. parties of the second part.

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

_____ Dollars
to _____ duly paid, the receipt of which is hereby acknowledged, he has sold, and by his indenture
to _____ GRANT, BARGAIN, SELL, and MORTGAGE to the said part is of the second part, the following described
real estate situated and being in the County of DECATUR and State of Kansas, to-wit:
Lots Thirteen (13) and Fourteen (14), in Block seven (7) in Haskell
Place, an addition to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1.00 of the first part therein.

And the said part less of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that ~~the~~ will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part of the first part shall at all times during the life of said parties maintain lawful claim thereon that may be levered or assessed against said real estate when the same becomes due and payable, and that shall 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 of the second part, the loan, if any, made payable to the part of the second part to the extent of interest. And in the event that said part of the first part shall fail to 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 of the second part, the part 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 Fifteen Hundred and no/100 DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the _____ day of AUGUST, 1930, and by its _____ terms made payable to the 1sts 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 1sts 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 1sts of the first part shall fail to pay the same as provided in this indenture.

and such payments 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 state on said real estate 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 now are, or if we are committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein contained shall become due and payable, and the same shall be a lien in favor of the said mortgagee on the premises hereinafter described, to the holder hereof, without notice, and it shall be lawful for the said party, 1.15.5 of the second part, to sell the 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 the sum of 1.15.6 dollars, to be paid to the said party, 1.15.7 of the second part, and to pay the balance of the proceeds of said sale, less the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the said party, 1.15.8 making such sum, on demand, to the first party, 1.15.9 of the second 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 parties hereto.

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

Howard J. Lee (SEAL)
 April 2, 1964 (SEAL)
 (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.



Be It Remembered, That on this 12 day of AUGUST A.D. 19 50
before me, a Register of Deeds in the aforesaid County and State,
came Howard J. Lee and Orel L. Lee, Husband and Wife

to me personally known to be the same person³, 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.

 Notary Public

Harold A. Beck Register of Deeds

Barbara Luber Recorded August 12, 1950 at 10:25 A. M.

Release
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 record, dated this 26 day of May 1917.

LA Guiles
Anna M. Guiles
Mortgage. Turner