

41622 BOOK 98

MORTGAGE

(No. 5230)

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

This Indenture, Made this 7th day of September, in the year of our Lord one thousand nine hundred and fifty between Scott N. Bailey and Bertha E. Bailey, husband and wife,

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The First National Bank of Lawrence, Lawrence, Kansas, part Y of the second part.

Witnesseth, that the said part 1CS of the first part, in consideration of the sum of Two Thousand Five Hundred and no/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ye 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 Nos. three(3) and four (4) in Parkdale, a subdivision of Lots Nos. 122, 124 and 126 on Illinois Street, and of Lots Nos. 121 and 123 on Mississippi Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1CS of the first part therein. And the said part 1CS of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised 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 1CS 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 less, or if same 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 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 amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 1CS.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Five Hundred and no/100 ----- DOLLARS, according to the terms of CCC certain written obligation for the payment of said sum of money, executed on the 7th day of September, 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 the any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1CS 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 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 same 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 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 amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 1CS.

In Witness Whereof, the part 1CS of the first part hereunto set their hand S and seal D the day and year last above written.

Scott N. Bailey (SEAL)  
Bertha E. Bailey (SEAL)  
(SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

} ss.

Be It Remembered, That on this 7th day of September A. D. 19 50 before me, a notary public in the aforesaid County and State, came Scott N. Bailey and Bertha E. Bailey, husband and wife,

to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires

April 17 1952



Edwin Hoover  
Notary Public

Recorded September 7, 1950 at 9:20 A. M.

Harold A. Beck Register of Deeds

I, the undersigned clerk of the within mortgage, do hereby acknowledge the full payment of this debt secured thereby, and authorize the Register of Deeds to enter the release of this mortgage of Record. Dated this 12th day of July 1955

The First National Bank of Lawrence, Lawrence, Kansas

George Decker, Pres.

George Decker, Pres. Mortgage Lender.

Harold A. Beck

George Decker