

MORTGAGE

(No. 52 K)

41772 BOBY 99

By J. R. Ruffin, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 22nd day of September in the

year of our Lord one thousand nine hundred and Fifty between

Walter Monroe Nelson and Effie Spotter Nelson, husband and wife

of Lawrence in the County of Douglas and State of Kansas

part 100 of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of

Eight Hundred and no/100 - DOLLARS

to them do hereby acknowledged, have sold, and by this indenture

GRANT, BARGAIN, SELL, and MORTGAGE to the said part Y of the second part, the following described

real estate situated and lying in the County of Douglas and State of Kansas, to-wit:

The East One Hundred Forty-two (142) Feet of the South

One-half (S $\frac{1}{2}$) of Block Twenty-nine (29) in that part of

the City of Lawrence known as West Lawrence.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 this they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 100 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 loss, if any, made payable to the part Y of the second part in the event of fire or tornado. And in the event said part 100 of the first 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 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

Eight 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 22nd

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

in pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 100 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 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 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 said 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 of the second part, making such sale, on demand, to the first part 100.

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 100 of the first part by its hand, hereunto set their hand, and

and the day and year last above written.

Walter Monroe Nelson (SEAL)
Effie Spotter Nelson (SEAL)STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 22nd day of September A.D. 1950

before me, a Notary Public in the aforesaid County and State,

came Walter Monroe Nelson & Effie Spotter Nelson, husband

and wife.

to me personally known to be the same persons 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.

Gordon R. Kuchel
Notary Public

My Commission Expires January 25 1954

Recorded September 24, 1950 at 2:50 P. M.

RELEASE

Gordon R. Kuchel 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. Dated this 20th day of July 1953

(Corp. Seal)

The Lawrence National Bank, Lawrence, Kansas

by John P. Peters Cashier

Mortgagee.

Attest T. J. Glasgow

Vice Pres.

This record was written on the 22nd day of September 1950 at Lawrence, Kansas.
Gordon R. Kuchel
Notary Public