

MORTGAGE

(78-52 R)

BOOK 99

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This Indenture, Made this 26th day of September in the year of our Lord one thousand nine hundred and fifty between Robert W. Lewis and Verna Lee Lewis, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
part 1st of the first part, and The Lawrence Building and Loan Association

part Y of the second partWitnesseth, that the said part 1st of the first part, in consideration of the sum of

Four thousand dollars and no/100

to them duly paid, the receipt of which is hereby acknowledged, he, she, 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:

The North 50 feet of the east 145 feet of Lot No. Fourteen (14)

in Block No. four (4) in South Lawrence, an addition to the City of Lawrence, in Douglas County, Kansas.with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.And the said part 1st 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.

and that the said part 1st of the first part shall warrant and defend the same against all parties making lawful claim thereon. It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes, assessments that may be levied or assessed against said real estate when the same become due and payable, and that the part Y of the second part 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 Y of the second part, the first part, if any, made payable to the part Y of the second part to the extent of interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or keep and maintain insurance 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 Four thousand dollars and no/100

DOLLARS.

according to the terms of Q19 certain written obligation for the payment of said sum of money, executed on the 26th day ofSeptember 1950 and by its terms made payable to the part Y of the second part, with all interest.according 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 1st 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 obligator 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 as good repair as they are provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable to the part Y of the second part, and 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 of the second part, making such sale, on demand, to the first part 1st of 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 enure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part hereunto set their hands and seals, the day and year last above written.

Robert W. Lewis

(SEAL)

Verna Lee Lewis

(SEAL)

STATE OF KansasCOUNTY OF DouglasBe It Remembered, That on this 26th day of September A.D. 19 50 before me, a Notary Public in the aforesaid County and State,came Robert W. Lewis and Verna Lee Lewis, 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.

L. E. Eby

Notary Public

My Commission Expires April 21st 19 54

This release was written on the original mortgage.

Witnessed the 20 day of November 19 50

Harold A. Beck

Reg. of Deeds

County of Douglas

Recorded October 3, 1950 at 11:00 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 of record, dated this 19th day of November 1952.

Attest: Harold A. Beck  
Notary Public (Exp. 4-21-54)

The Lawrence Building and Loan Association  
W. E. Beckers Vice President  
Mortgagee.