

MORTGAGE

41903 BOOK 22
(No. 52 M)

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

This Indenture, Made this 6th day of October in the year of our Lord one thousand nine hundred and fifty between Elva Kitsmiller, a single woman

of Lawrence in the County of Douglas and State of Kansas part Y of the first part, and The Lawrence Building and Loan Association part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of Twenty-one Hundred Dollars and no/100-----DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture to 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:

Lot one Hundred Fifty-two (152) on Louisiana Street in the City of Lawrence, in Douglas County, Kansas.

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 seised 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 thereon.

It is agreed between the parties hereto that the part Y of the first part shall at all times during the life of this indenture, pay all taxes, assessments, 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 to the extent of its interest. And in the event that said part Y of the first part shall fail to 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-one Hundred Dollars and no/100-----DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 6th day of October 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 for any insurance or to discharge any taxes with interest thereon as herein provided, in the event this said part Y 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 there 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 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 the said premises and all the improvements 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 Y.

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 issue 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 has hereunto set her hand and seal the day and year last above written.

Elva Kitsmiller (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

Be It Remembered, That on this 6th day of October A.D. 19 50 before me, a Notary Public in the aforesaid County and State, came Elva Kitsmiller, 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.

L. E. Eby Notary Public

My Commission Expires April 21st 19 54

This release was written on the original mortgage this 28th day of October 19 50. Harold A. Back

Recorded October 6, 1950 at 10:45 A. M.

Harold A. Back, Register of Deeds
Dorothy M. Black, Deputy

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 27th day of October 1953

The Lawrence Building and Loan Association
H. C. Friedman President
Mortgagee Owner

Attest:
Imogene Howard
Asst Secretary

Carp Seal