

MORTGAGE

(No. 52 K)

This Indenture, made this 9th day of October in the year of our Lord one thousand nine hundred and fifty, between

Neal Rist and Edna Rist, husband and wife

of Lawrence, in the County of Douglas and State of Kansas

part 103 of the first part, and The Lawrence Building and Loan Association

part V of the second part.

Witnesseth, that the said part 103 of the first part, in consideration of the sum of Eighteen hundred Dollars and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha^ve sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part V of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning 28 rods West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section Twenty-nine (29), Township Twelve (12), Range Twenty (20) in the center of Elm Street produced East from North Lawrence; thence North 8 rods; thence East 50 feet; thence South 8 rods to the center of Elm Street produced; thence West along the center of said Elm Street to the place of beginning, in that part of the City of Lawrence formerly known as North Lawrence, less that part lying in Elm Street, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.

And the said part 103 of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner, S of the premises above granted, and vested of a good and marketable title of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part 103 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 V of the second part, the cost, if any, to be paid by the part V of the second part. And at the expiration of the part V of the second part, if the said part V of the second part fail to pay such taxes and the same becomes due and payable, to keep said premises insured as herein provided, then the part V 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eighteen 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 9th day of October 1950, and by V.G., terms and payable to the part V of the second part, with all interest accruing thereon according to the terms of obligation and also to secure any sum or sums of money advanced by the said part V 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 103 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 payment or any part thereof or in the payment of any taxes or interest thereon or if taxes on said real estate are not paid when the same become due payable, and the same are not kept up, as provided herein, or if any building on said real estate is not kept in repair, as provided herein, or if taxes or interest are not paid 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 V 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 same having been granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount of expenses of managing and collecting, and other incidental thereto, and the surplus, if any there be, shall be paid by the part V of the second part, making such sale, on demand, to the first part 103.

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 run to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 103 of the first part ha^ve signed their hand S. and seal the day and year last above written.

Neal Rist
(SEAL)
Edna Rist
(SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be it Remembered, That on this 9th day of October A.D. 1950
before me, a Notary Public in the aforesaid County and State
came Neal Rist and Edna Rist, 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.

My Commission Expires April 21st 1954

Notary Public

Reported October 9, 1950 at 11:05 P. M.

Harold A. Beck, Register of Deeds
Douglas County Deputy