

41972 BOOK 99

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N. J. Reiter, Publisher of Legal Books, Lawrence, Kansas

MORTGAGE

This Indenture, Made this 13th day of October in the year of our Lord one thousand nine hundred and fifty between

Muriel M. Anna, 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 Forty-five Hundred Dollars and no/100 DOLLARS to her help paid, the receipt of which is hereby acknowledged, has sold, and by this indenture doth 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 numbered One Hundred thirty-one (131) on Rhode Island Street, less the west 80 feet thereof, 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 thereto.

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof said property shall be the lawful owner of the premises above granted, and stand of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties herein that the said part Y of the first part shall have all taxes and all taxes and assessments that may become due and payable on the said real estate, and that the same becomes due and payable, and that said part Y 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, lost, if any, made payable to the part Y of the second part due and payable to the part Y of the first part, interest. And in the event that said part Y of the first part 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 Forty-five 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 13th 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 taxes or to discharge any taxes with interest thereon as herein provided, then the said part Y of the first part shall fail or pay

the same as provided in this indenture.

And this conveyance shall be void if such principal be held in a legal action, and the obligation contained therein fully discharged. If default be made in such payment of taxes 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 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 holder hereof, without notice, and it shall be lawful for the said part Y of the second part, to sell the same or any part thereof in the discretion of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part, to collect the rents and benefits accruing therefrom, and to sell the same or any part thereof in the manner provided by law, and to all moneys arising from such sale to retain the amount of unpaid 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 Y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 Y of the first part has hereunto set her hand and seal the day and year last above written.

Muriel M. Anna (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 13th day of October A.D. 1950 before me, Notary Public, in the aforesaid County and State, came Muriel M. Anna, 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. Tracy
Notary Public

My Commission Expires April 21st 1954

Recorded October 14, 1950 at 8:20 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 1st day of October 1951

The Lawrence Building & Loan Association

W. B. Decker Vice President

Mortgagor, Owner.

(Corporation Seal)
Attest: George Howard
Asst. Secretary

This release
was written
on the original
mortgage
dated
the 1st
of October
1951

Harold A. Beck Register of Deeds
K. A. Beck
H. A. Beck
County