

MORTGAGE

41935 BOOK 99

(No. 52 H)

J. J. Foster, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 17th day of October in the year of our Lord one thousand nine hundred and fifty

between R. A. McManess and Virginia McManess, husband and wife

of Lawrence in the County of Douglas and State of Kansas

part 193 of the first part, and The Lawrence Building and Loan Association

part V of the second part.

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

Twenty-five Hundred Dollars and no/100-----DOLLARS

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

The West 40 feet of the South 3 feet of Lot 142, and all of Lot 144, on Connecticut Street, in the city of Lawrence, Douglas

County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 193 of the first part therein.

And the said part 193 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereof.

It is agreed between the parties hereto that the part 193 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 said part 193 of the first part shall keep the buildings upon said real estate insured against fire and lightning in such sum and by such insurance company as shall be specified and directed by the said part V of the second part, the loss, if any, made payable to the part V of the second part to the extent of the sum of \$100.00. And in the event that said part 193 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 V of the second part may pay said taxes when the same become due and payable, and the amount so paid shall be a debt 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-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 17th day of

October 1950, and by the said part V 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 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 193 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 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 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 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 V of the second part, making such sale, or deemed to be the first part 193 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 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 193 of the first part has hereunto set their hand and seal the day and year last above written.

R. A. McManess

(SEAL)

Virginia M. McManess

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

Be It Remembered, That on this 17th day of October A.D. 1950

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

came R. A. McManess and Virginia McManess, 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 1954.

Recorded October 27, 1950 at 3:15 P. 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. Witness my hand and seal this 17th day of December 1950.

The Lawrence Building and Loan Association

L. Decker Vice President

Mortgagee

Attest: L. E. Eby Secretary (COM. SEAL)

This release was written on the original mortgage.

Witness my hand and seal this 17th day of December 1950.

R. A. McManess

Hazel A. Beck

Register of Deeds

This release was written on the original mortgage.

Witness my hand and seal this 30th day of December 1950.

Hazel A. Beck

Register of Deeds

Deputy