

MORTGAGE

No. 5240

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

This Indenture, Made this 1st day of November, in the year of our Lord one thousand nine hundred and forty-five, between Robert E. Alexander also known as Robert Alexander and Vivien C. Alexander also known as Vivien Alexander, husband and wife, of Lawrence, in the County of Douglas and State of Kansas, part 1/2 of the first part, and The Lawrence Building and Loan Association, part 1/2 of the second part.

Witnesseth, that the said part 1/2 of the first part, in consideration of the sum of Forty-five hundred Dollars and no/100 DOLLARS to them, duly paid, the receipt of which is hereby acknowledged, by Robert E. Alexander, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 1/2 of the second part, the following described real estate situated and being in the County of Douglas, State of Kansas, to-wit:

Lots numbered 64, 65, 44, and 47, less the last 30 feet of Lot 65, and less the last 30 feet of Lot 46; all in Simpson's Subdivision, in that part of the city of Lawrence formerly known as North Lawrence, in Douglas County, Kansas,

with the appurtenances and all the estate, title and interest of the said part 1/2 of the first part therein.

And the said part 1/2 of the first part 1/2 hereby covenants and agrees that at the date hereof Robert E. Alexander, the lawful owner, of the premises above granted, shall be a good and sufficient trustee of the premises therein, free and clear of all incumbrances,

and that he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1/2 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied upon the said property and real estate, and the same shall be paid to the City of Lawrence. Keep the buildings upon said real estate insured against fire and lightning, and by the insurance company to be specified and directed by the party 1/2 of the second part, if any, made payable to the part 1/2 of the second part to the extent of 1/2 of the interest. And in the event that said part 1/2 of the first part shall fail to pay such taxes when the same become due and payable or to keep and premises insured as herein provided, then the party 1/2 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 1st day of November, 1954, and by Robert E. Alexander, term made payable to the part 1/2 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 1/2 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 1/2 of the first part shall fail to pay the same.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment, or if any judgment, decree or order be rendered against the party 1/2 of the second part, and real estate are not paid when the same becomes payable, or if this insurance is kept and provided herein, or if the buildings are not kept and maintained in a safe condition, or if water 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 holder hereof, 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 freely gratis or for part thereof, in the manner prescribed by law, and out of all money arising from such sale to retain the amount necessary to satisfy the obligation, or to pay the taxes and charges incident thereto, and the surplus, if any there be, shall be paid by the party 1/2 of the second part, making such sale, on demand, to 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 resulting 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 1/2 of the first part has hereunto set their hands and seals the day and year last above written.

Robert E. Alexander (SEAL)

Robert E. Alexander (SEAL)

Vivien C. Alexander (SEAL)

Vivien Alexander (SEAL)

STATE OF Kansas
COUNTY OF Douglas

SS.

Be It Remembered, That on this 1st day of November, A.D. 1954,

before me, a Notary Public, in the aforesaid County and State, came Robert E. Alexander also known as Robert Alexander and Vivien C. Alexander also known as Vivien Alexander, husband and wife, who executed the foregoing instrument and 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 to the day and year last above written.

L. E. Eby
Notary Public

My Commission Expires April 21st 1954.

This release was written on the original note dated November 1st, 1953.
1954
Heather Beck
Reg. of Deeds

Deputy

Recorded November 4, 1954 at 10:54 A. M.
RELEASE
I, the undersigned owner of the within mortgagor, 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 2nd day of November 1953

Attest: Eugene Howard
Miss' Secretary
(Corp. Seal) The Lawrence Building and Loan Association
H. C. Brinkman President