

MORTGAGE

(No. 52 M)

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

This Indenture, Made this 6th day of November in the year of our Lord one thousand nine hundred and Fifty between

Floyd Harman and Lucille Harman, his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part and E. G. Davis and Walter Davis, as joint tenants with right of survivorship and not as tenants in common part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of One Dollar and other valuable consideration DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he VE sold, and by this indenture do 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:
The West Half of the East Half of the West Half of the East Half (W/2 E/2 W/2 E/2) of Block Number Fifty (50) in that part of the City of Lawrence known as West Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.
And the said part 1st 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 seced of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the said part 1st 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 become 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the credit of his interest. And in the event that said part 1st 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 One Thousand and Four Hundred and no/100 DOLLARS.

According to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of November 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 that said part 1st 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 contained herein 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 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 provided 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 1st of the first 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 obtained, 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 1st of the first part has VE hereunto set their hand and seal the day and year last above written.

Floyd Harman (SEAL)
Lucille Harman (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 6th day of November A. D. 19 50 before me, a Notary Public in the aforesaid County and State, came Floyd Harman and Lucille Harman, his 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 February 16 1951 Agnes Hemen Notary Public

Harold A. Beck Register of Deeds

This release was written on the original mortgage entered this 6 day of November 1950
Harold A. Beck
Reg. of Deeds
Lawrence, Kansas

I, the undersigned, owner of the above 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. Witness my hand and seal this 4 day of 11 1951
E. G. Davis
Walter Davis
Mortgage Owners.