

MORTGAGE

42363

(No. 52 K)

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

This Indenture, Made this 10th day of November in the year of our Lord one thousand nine hundred and fifty between

Barbara G. Nelson and Richard O. Nelson, her husband

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and Mary Blanche Johnson

party of the second part.

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

Three Thousand Forty Two and 59/100 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 11 and the South one-third of Lot 12, in Block 148 in Eudora, Douglas County, Kansas

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

And the said part ~~XXXXXX~~ Barbara G. Nelson do hereby covenant and agree that at the delivery hereof she is 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 she will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of 100% interest. And in the event that said party 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 party 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 Three Thousand Forty Two and 59/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10th day of November 1950, and by its terms made payable to the party of the second part, with all interest accruing thereon, according to the terms of said obligation and also to secure any such sum or sums of money advanced by the said party 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 parties 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 on 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 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 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 party of the second part, making such sale, on demand, to ~~XXXXXX~~ said Barbara G. Nelson

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 1st of the first part has their hand and seal, the day and year last above written.

Barbara G. Nelson (SEAL)
Richard O. Nelson (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 10th day of November A.D. 1950

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

came Barbara G. Nelson and Richard O. Nelson,

her husband

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.

My Commission Expires February 16 1951

Notary Public

Recorded December 5, 1950 at 1:35 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. Dated this 11 day of April 1951

Mary Blanche Johnson

This release was written on the original mortgage

entered this 13 day of April 1951

David L. Bick

Reg. of Deeds

Delores S. Bick

Deputy