

42500 BOOK 99

MORTGAGE (No. 52 H) F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 29th day of December, in the

Year of our Lord one thousand nine hundred and Fifty between H. D. Hess and Nellie May Hess, his wife

of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and The Lawrence National Bank, Lawrence, Kansas part 109 of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of One Thousand 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 109 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Eight (8), Block Eight (8), Lane place, an addition to the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized 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 thereon. It is agreed between the parties hereto that the part 108 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 premises insured against fire and theft in such sum and by such insurance company as shall be specified and directed by the part 109 of the second part, if any, made payable to the part 109 of the second part to the extent of 100% interest. And in the event that said part 108 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 109 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 One Thousand and no/100 DOLLARS

according to the terms of 100% certain written obligation for the payment of said sum of money, executed on the 29th day of December 1950, and by its terms made payable to the part 109 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 109 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 108 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 mortgage and 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, 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 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 109 of the second part to take possession of the premises and to sell the same, together with the improvements thereon, 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 109 of the second part, making such sale, on demand, to the first part 108.

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 108 of the first part has hereunto set their hand and seal, the day and year last above written.

H. D. Hess (SEAL)
Nellie May Hess (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 29th day of December A. D. 1950, before me a Notary Public in the aforesaid County and State, came H. D. Hess and Nellie May Hess, his wife

to me personally known to be the same person as 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.

Henry A. Abel Notary Public

My Commission Expires August 9 1953

Recorded December 30, 1950 at 11:55 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 30 day of October 1951. The Lawrence National Bank, Lawrence, Kansas. Attest: John P. Peters, Geo. W. Kuhre Cashier Mortgagee.

This release was written on the original mortgage, and entered thereon this 30 day of October 1951. Charles Paul, Reg. of Deeds