

42519 BOOK 29

MORTGAGE (Vol. 52 Ed.) F. J. Hayes, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 27th day of December, in the year of our Lord one thousand nine hundred and fifty, between E. T. Gallagher and Della M. Gallagher (His wife),

of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and A. B. Clathart and M. E. Clathart, or the survivor, parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Ten Thousand & no/100 (\$10,000.00) 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:

The South one-half of Lot number twelve (12) and the North thirty-nine and one-quarter (39-1/4) feet of Lot number fourteen (14), all in Massachusetts Street in the City of Lawrence,

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and the they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 165 of the first part shall at all times during the life of this indenture pay all taxes on the premises that may be levied or assessed against said real estate when the same becomes due and payable, and that all insurance premiums, against the business upon and real estate insurance, fire and tornado in such sums and by such insurance companies as the said parties shall be specified and directed by the said parties to pay, if any, and all amounts payable to the trustee in the second part of this indenture, and the amount so paid to be specific and directed by the said parties.

And in the event that said party 165 of the first part shall default in paying any taxes or insurance premiums, or in failing to keep said premises insured as herein provided, then the said party 165 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 5% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Ten Thousand & no/100 (\$10,000.00) -

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the day of December 1950, by the 165 terms made payable to the party 165 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 party 165 of the second part to pay taxes or insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party 165 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 payment or any part thereof or any obligation created thereby, or interest thereon, or if the taxes and red rents are not paid when the same become due and payable, or if the insurance is not kept up, as provided in this indenture, then the said premises shall not be kept in good repair as they are now, or if want of communication with the parties hereto, the same shall become absolute and the whole sum remaining unpaid, and all of the obligations of payment in this 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 party 165 of the second part to collect the same, and 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 accrued therefrom and to sell the premises hereby granted, in any part thereof, in the manner prescribed by law, and out of all moneys arising from the 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 165 of the second part to the parties hereto that the terms and provisions of this indenture and every obligation therein contained, and all benefits accruing therefrom shall stand and endure in, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

E. T. Gallagher (SEAL)
Della M. Gallagher (SEAL)

STATE OF KANSAS
COUNTY OF Douglas

Be It Remembered, That on this 27th day of December A.D. 1950 before me, a Notary Public in the aforesaid County and State, came E. T. Gallagher and Della M. Gallagher (His wife),

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.

Robert J. Garrison
Notary Public

April 18th. 1951. 1051

STATE OF Kansas }
COUNTY OF Douglas }

Be It Remembered, That on this 27th day of December A.D. 19⁵⁰
before me, a Notary Public in the aforesaid County and State,
came E. T. Gallagher and Della J. Gallagher (His wife).



My Commission Expires April 18th.

Recorded January 4, 1951 at 9:40 A. M.

RELEASE

Robert L. Garrison
Notary Public

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 24 day of September 1919

A.B. Glatkart Mortgagor. Owner.