

42580 BOOK 99

MORTGAGE

(No. 52 B)

L. E. Eby, Notary Public for Legal Bonds, Lawrence, Kansas

This Indenture, Made this 16th day of January, in the year of our Lord one thousand nine hundred and fifty one between Bernard Leon Hausherr and Ruby Lee Biggs Hausherr, husband and wife of Lawrence, in the County of Douglas and State of Kansas part 1st of the first part, and The Lawrence Building and Loan Association part Y of the second part Witnesseth, that the said part 1st of the first part, in consideration of the sum of Thirty-four hundred Dollars and no/100-----DOLLARS to them duly paid; the receipt of which is hereby acknowledged, he VA 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: Lot Numbered Ninety-two (92) on Tennessee Street in the City of Lawrence in 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 1st of the first part do hereby covenant and agree that at the delivery hereof they are 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 they will warrant and defend the same against all parties making lawful claim thereon. It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of the 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 the said part Y of the second part, shall keep the buildings upon said real estate insured against fire and tornado in suchwise 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 extent of the insurance. And in the event that said part 1st 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 Y 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 Thirty-four 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 16th day of January 1951, 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 expenses 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, of 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 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 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 to the said premises 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 part Y of the second part, making such sale, as demanded, to the first part 1st of 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 accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

In Witness Whereof, the part 1st of the first part he VA hereto set their hand and seal the day and year last above written.

Bernard Leon Hausherr (SEAL)
Ruby Lee Biggs Hausherr (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 16th day of January A.D. 1951 before me, a Notary Public in the aforesaid County and State, came Bernard Leon Hausherr and Ruby Lee Biggs Hausherr, husband and 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.

L. E. Eby
Notary Public

My Commission Expires April 21 1954

Recorded January 16, 1951 at 2:45 P.M.

RELEASE

Barclay A. Beck Register of Deeds.

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 11th day of November 1960.

The Lawrence Building and Loan Association (Corp. Seal)
Attest: L. E. Eby, Secretary by W. E. Decker, Vice-President Mortgagee.

This release was written on the original mortgage dated this 14th day of November 1960.
Barclay A. Beck
Reg. of Deeds
By James R. Beck
Notary