

MORTGAGE (No. 22 H) W. J. Miller, Publisher of Legal Blanks, Lawrence, Kas.

This Indenture, Made this 16th day of January in the

year of our Lord one thousand nine hundred and fifty-one between

Alfred Lee Hunter and Florence J. Hunter, his wife,
also known as A. L. Hunter and Florence H. Hunter

of Lawrence in the County of Douglas and State of Kansas.

parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

part V of the second part.

Witnesseth, that the said party 1st of the first part, in consideration of the sum of THIRTY FIVE HUNDRED & no/100 DOLLARS.

to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number 224 on Louisiana Street in the City of Lawrence

also Lot 201 and 203 on Elm Street in Subdivision of Northeast

Quarter of Block 11, in that part of the City of Lawrence

formerly known as North Lawrence.

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

And the said party 1st 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, No exceptions

and that they will warrant and defend the same against all parties making lawful claim thereof.

It is agreed between the parties hereto that the 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 becomes due and payable, and that the part 2nd of the second part shall 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 1st of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of 100% interest. And in the event this 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 2nd of the second part may pay said taxes and insurance, or other, 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 FIVE HUNDRED & no/100 DOLLARS,

according to the terms of a 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 2nd 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 2nd 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 introduced, 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 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 2nd of the second part, its agents or assigns, 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 thereon 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 1st of the first part, making such sale, on demand, to the first part 1st.

If 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 hereunto set their hand and seal the day and year last above written.

Alfred Lee Hunter (SEAL)
Florence J. Hunter (SEAL)

STATE OF Kansas
COUNTY OF Douglas



So It Remembers, That on this 16th day of January A. D. 19 51

before me, a Notary Public in the aforesaid County and State, came Alfred Lee Hunter and Florence J. Hunter, his wife, also known as A. L. Hunter and Florence H. Hunter

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.

Howard Wiseman Notary Public

Recorded January 11, 1951 at 3:10 P.M.
The undersigned, clerk of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to discharge the mortgage record, dated this 1st day of August 1951.
The Lawrence National Bank, Lawrence, Kansas
Howard Wiseman (Notary Seal)
W. J. Miller, Mortgage Owner