

MORTGAGE

(No. 52 K)

P. J. Davis, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of February, in the year of our Lord one thousand nine hundred and fifty-one between

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 2nd of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Sixteen thousand dollars and no/100 DOLLARS

to them, duly paid, the receipt of which is hereby acknowledged, has GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd 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 Forty-six (46) and the West 23 1/2 feet of

the North One-half of Lot Forty-six (46) on the South side of

the East 1/2 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 2nd of the first part do hereby covenant and agree that at the delivery hereof Laurence T. Harris the lawful owner, of the premises above granted, and signed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that Laurence T. Harris 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 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 Laurence T. Harris 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 2nd 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 the said part 2nd of the second 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 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 made as a mortgage to secure the payment of the sum of Sixteen thousand dollars and no/100 DOLLARS.

according to the terms of 100% certain written obligation for the payment of said sum of money, executed on the 2nd day of

February 1951, and by Laurence T. Harris 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 herein fully discharged. If default be made in such payments or 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 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 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 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 part 2nd of the second part making such sale on demand, 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 hereto.

In Witness Whereof, the part 1st of the first part by Laurence T. Harris hereto set Hand and Seal the day and year last above written.

Laurence T. Harris (SEAL)

Laurence T. Harris (SEAL)

STATE OF Kansas
COUNTY OF Douglas

SS.

Be It Remembered, That on this 1st day of February, A. D. 1951

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

came Laurence T. Harris and Jeannette Harris,

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 February 2, 1951 at 4:15 P.M.

Release

Harold 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 8th day of July, 1954.

Attest: Imogene Howard, The Lawrence Building and Loan Association
1st Secretary W. E. Decker, Vice President

(Copy Seal)

Mortgages

This release

was written

on the original

mortgage

this 10 day

of July

1954

Harold A. Beck

Reg. of Deeds

Durability