

## MORTGAGE

This Indenture, Made this 3rd day of February, 1951, between  
Fred A. Bremer and Gladys Lee Bremer, his wife

Lawrence, in the County of Douglas and State of Kansas  
parties of the first part, and Fred C. Soxman and Jessie L. Soxman, husband and wife, with full  
right of survivorship, as Joint tenants and not as tenants in common.

Witnesseth, that the said part 1st of the first part in consideration of the sum of  
Seventy-five Hundred 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 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 Twenty-Four (24) in Block Thirteen (13)  
in Lane's Second Addition to the City of  
Lawrence.

Including the rents, issues and profits, whereof provided however that  
the Mortgagors shall be entitled to collect and retain the rents, issues  
and profits until default hereunder.

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 owners of  
of the premises above granted, and staked of a good and marketable estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties not having lawful claim thereto.  
It is agreed between the parties hereto that the part 1st of the first part shall at all times during the term 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 real  
estate insured against fire and contents 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 the interest. 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 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  
Seventy-five Hundred and no/100, - - - - - DOLLARS,  
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 3rd day of

February, 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 only sum or sums of money allowed 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 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 a good repair, as they  
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, his heirs or assigns, to collect the rents and profits accruing  
on said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and profits 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, shall be paid by the  
part 2nd of the second part, making such sale, as demanded, on the first part 1st.

It is agreed by the parties hereto, that the terms and provisions of this indenture and each and every obligation thereon 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 has hereunto set their hand and  
the day and year last above written.

*Fred A. Bremer* (SEAL)  
*Gladys Lee Bremer* (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

Be It Remembered, That on this 3rd day of February, A.D. 1951  
before me, a Notary Public in the aforesaid County and State,  
came Fred A. Bremer and Gladys Lee Bremer, his 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.

Commission Expires July 17, 1954

Recorded February 8, 1951 at 4:05 P.M.

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 6 day of August, 1952.  
*Frank H. Longhorn*  
*Mrs. J. Lee Bremer*

This mortgage  
was written  
in the original  
registered  
entered  
this 9 day  
of August  
1952  
Frank H. Longhorn  
Register of Deeds