

MORTGAGE

(No. 52 K)

F. J. Boyle, Publisher of Local Banks, Lawrence, Kansas

J. A. Wingert and Elsie Wingert, his wife.

of _____, in the County of Douglas and State of Kansas

part 105 of the first part, and The First National Bank of Lawrence

part V of the second part.

Witnesseth, that the said part 105 of the first part, in consideration of the sum of

Eight Hundred and no/100 ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he yo 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:

Beginning at the Northwest corner of the Southwest quarter (SW4)

of the Northwest quarter (NW¹) of Section 21, Township 12, South

of Range 19; East of the 6th P.M. - thence East 25 rods; thence South 16

rods: thence West 25 rods: thence North 16 rods to place of beginning

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

And the said part ies 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, except first mortgage to The First National Bank of Lawrence, Kansas, for an original amount of \$1800.00, recorded in Book 91 of Mortgages at page 177 of the records of Deeds of County Kansas.

It is agreed between the parties hereto that the party 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 upon the property of the party of the first part, and shall defend and defend the same against all parties making lawful claim therefor. It is further agreed that the party of the first part shall not be bound to pay any taxes or assessments levied or assessed upon the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as may be specified and directed by the party of the second part, if any, made payable to the party of the second part to the extent of 1% interest. And in the event that said party 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 party of the first part shall be bound to pay such taxes or assessments when the same shall become a part of the indebtedness, secured by this indenture, and shall be interested 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 Eight Hundred and no/100

_____ DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7th day of

February 19 51, and by its terms made payable to the part 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 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 of the first part shall fail to pay the same as provided in this indenture.

C. 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 at any obligation created by herein, or the taxes said real estate do not paid where 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 now are, nor if, waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein set forth, shall be said to be in full satisfaction of the debt hereby given, and the holder shall have full power to sue therefor, and to take all the remedies at law and in equity without notice, and it shall be lawful for the said party Y... to take possession of the second part of the 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 hereafter 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 to the

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

J. A. Minger (SEAL)
 Claire W. Best (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 7th day of February A.D. 19 51

before me, a notary public in the aforesaid County and State,
came J. A. Wincert and Elsie Wincert, 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.

My Commission Expires April 17 19 52

Recorded February 9, 1951 at 11:10 A. M.

(Corp. Seal)

Public [redacted] this release
was written
on the original
of Deed of
entered
the debt this 3 day
record of May

Harold A. Beech
Reg. of Deeds
Barbara Beech
Registrar