

4334 BOOK 99

(No. 52 K)

K. J. Boyer, Publisher of Legal Blanks, Lawrence, Kansas

MORTGAGE
This Indenture, Made this 27th day of March, in the year of our Lord one thousand nine hundred and fifty-one between Harry E. Eustace and Ethel J. Eustace, husband and wife

of Lawrence, in the County of Douglas and State of Kansas.
 part 168 of the first part, and The Lawrence Building and Loan Association

part V of the second part.

Witnesseth, that the said part 168 of the first part, in consideration of the sum of Thirty-seven Hundred Dollars and no/100 DOLLARS

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

Lot One hundred nine (109) on Vermont Street in the City of Lawrence,
in Douglas County, Kansas

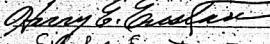
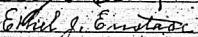
with the appurtenances and all the estate, title and interest of the said part 168 of the first part therein.

And the said part 168 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 intend a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 168 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or imposed against said real estate and the same becomes due and payable, and keep the same in repair, keep the buildings upon said real estate in good condition, and pay all expenses in connection therewith, keep the buildings upon said real estate in good repair as they are now, or if waste is committed on said premises, as provided herein, if the buildings on said real estate are not kept in 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 168 of the second part, to take possession of the said real estate or any part thereof, in the manner prescribed by law and to have a receiver appointed to collect the rents and benefits accruing thereon, and to sell off such land, building or other property contained in any part thereof, in the manner prescribed by law, and out of all moneys arising from the sale of the same that unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part V making such sale, on demand, to the first part 168.

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.

In Witness Whereof, the part 168 of the first part ha ve, hereunto set their hand S and seal, the day and year last above written.


 Harry E. Eustace (SEAL)

 Ethel J. Eustace (SEAL)

STATE OF Kansas
 COUNTY OF Douglas SS.



Be It Remembered, That on this 27th day of March A.D. 19 51, before me, a Notary Public in the aforesaid County and State, came Harry E. Eustace and Ethel J. Eustace, husband and wife

to me personally known to be the same person as 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 21 19 54


 Harold A. Beck Notary Publ.

Recorded March 27, 1951 at 2:05 P.M.

RELEASE.

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 3rd day of June, 1957.

The Lawrence Building and Loan Association
 W. E. Decker, Vice President. Mortgagor.

Attest: Imogene Howard, Asst.
 Secretary

(Corp Seal)

15th Recd
 1957
 In the original
 Notary Public
 Harold A. Beck
 April 21, 1954
 My Commission Expires April 21, 1954
 By Maxine Wilson
 Deed