

MORTGAGE

(52N)

43588 BOOK 99

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kan.

This Indenture, Made this 27th day of April, in the

year of our Lord one thousand nine hundred and fifty-one between
Nathan N. Brown and Ruth S. Brown, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
part 1es of the first part, and The Lawrence Building and Loan Association
part Y of the second part

Witnesseth, that the said part 1es of the first part, in consideration of the sum of
Twenty-five Hundred Dollars and no/100-----DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha V8 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 a point 130 feet West of the Southeast corner of Block
Five (5), Earl's Addition, thence North 224.48 feet, thence West
70 feet, thence South 224.48 feet to the South line of said Block
Five (5), thence East 70 feet to the place of beginning, in the City
of Lawrence, in Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.
And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they shall be the lawful owner 8
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereon.
It is agreed between the parties hereto that the part 1es of the first part shall at all times during the life of this indenture, pay all
taxes and assessments (that may be levied or assessed against said real estate when the same becomes due and payable, and that they will
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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 1es
interest. And in the event that said part 1es 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 Y 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 pay-
ment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five Hundred Dollars
and no/100-----DOLLARS
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 27th
day of April 19 51, and by its terms made payable to the part Y 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 Y 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 1es 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 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 Y of the second part to take possession of the said premises and all the improve-
ments thereon in the manner provided by law and to have a receiver appointed to collect the rent 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 Y making such sale, on demand, to the first part 1es.

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 1es of the first part ha V8 hereunto set their hand 8
and seal the day and year last above written.

Nathan N. Brown (SEAL)
Ruth S. Brown (SEAL)

STATE OF Kansas } ss
COUNTY OF Douglas }



Be It Remembered, That on this 27th day of April A. D. 19 51
before me, a Notary Public in the aforesaid County and State,
came Nathan N. Brown and Ruth S. Brown, husband and
wife

to me personally known to be the same person 8 who executed the foregoing instru-
ment 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 19 54

Recorded April 27, 1951 at 4:25 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 28th day of August 1952

ATTEST:
Ingene Howard Asst Secretary

The Lawrence Building and Loan Association,
W. E. Becker Vice-Pres.
Mortgagee.

John A. Beck
Notary Public