

MORTGAGE

(No. 52 K)

43644 BOOK 100

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This Indenture, Made this 3rd day of May, in the year of our Lord one thousand nine hundred and fifty-one between Orville L. Edmonds and Margaret M. Edmonds, his wife

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

parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said parties 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West 83.8 feet of the South one and one-half acres of

a tract of land described as commencing at a point 27.08

chains West of the Northeast Corner of the South Half of

the Southwest Quarter of Section 26, Township 12 South,

Range 19 East; thence West 197.6 feet; Thence South 864.8

feet; thence East 197.6 feet; thence North 864.8 feet to

the place of beginning, being a part of Lot 714 in Westwood

an addition adjacent to the City of Lawrence.

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

And the said parties 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No exceptions

and that they will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the parties 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 and 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of the interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable or to keep and renew insurances as herein provided, then the parties 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 intended 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 day of

May, 1951, and they are terms made payable to the parties 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 parties 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 parties 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 parties of the second part, its assigns or appointed to collect the taxes 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 parties of the first part, making such sale, on demand, to the parties of the second 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 this respective parties hereto.

In Witness Whereof, the parties of the first part do hereby set their hand and seal, the day and year last above written.

Orville L. Edmonds (SEAL)

Margaret M. Edmonds (SEAL)

STATE OF Kansas
COUNTY OF Douglas

He It Remembered, That on this 3rd day of May, A.D. 19 51, before me, a Notary Public in the aforesaid County and State, came, Orville L. Edmonds and Margaret M. Edmonds, 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.

Howard C. Wiseman
Notary Public

My Commission Expires March 18, 1954

Recorded May 5, 1951 at 10:30 A. 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 21st day of December 1951

(Corp. Seal)

The Lawrence National Bank, Lawrence, Kansas
By, T. J. Glasgow Vice President
Mortgages, Owner.

This release is written on the original mortgage returned 21 day of December 19 51
Howard C. Wiseman
Notary Public
Barbara Leeker
Deputy