

MORTGAGE

(No. 523)

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

This Indenture, Made this 31st day of May, in the year of our Lord one thousand nine hundred and fifty-one between John L. Hardy, Jr., and Jane M. Hardy, his wife,

of Lawrence in the County of Douglas and State of Kansas part of the first part, and Eugene A. Stephenson and C. Florence Stephenson, his wife, as joint tenants with right of survivorship and not as tenants in common of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of FIVE THOUSAND TWO 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 1st of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Second Lot 10 in Hosford's Addition, an addition 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 part 1st 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 seizer 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 therein. It is agreed between the parties hereto that the part 1st 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 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 tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the less, if any, made payable to the parties of the second part to the extent of their 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 1st 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 FIVE THOUSAND TWO 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 31st day of May 1951, and by its terms made payable to the part 1st 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 1st 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 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 thereof, without notice, and it shall be lawful for the said part 1st of the second part, to take possession 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 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 overplus, if any there be, shall be paid by the part 1st of the second part, making such sale, on demand, to the first party.

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 1st of the first part has hereunto set their hand and seal, this day and year last above written.

John L. Hardy, Jr. (SEAL)
Jane M. Hardy (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 31st day of May A.D. 1951 before me, a notary public in the aforesaid County and State, came John L. Hardy, Jr., and Jane M. Hardy, 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.

C. L. Stewart
Notary Public

The within was written on the original mortgage

entered this 23rd day of May 1951

Harold A. Beck
Register of Deeds

Recorded May 31, 1951 at 4:15 P. M.

Harold A. Beck Register of Deeds

We, the undersigned, owners 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 23rd day of May 1952

Eugene A. Stephenson
C. Florence Stephenson
Mortgagee, Owners.