

MORTGAGE

This Indenture, Made this 27th day of June, in the year of our Lord one thousand nine hundred and fifty-one, between

Fred J. Brown and Bertha A. Brown, 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 part IAS of the first part, in consideration of the sum of FORTY-THREE HUNDRED AND NO/100 *

DOLLARS

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

Lot No. One Hundred Seventy (170) on Tennessee Street,

in the City of Lawrence.

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

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

And the said part IAS of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner B 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 thereto. It is agreed between the parties hereto that the part IAS 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 and the same becomes due and payable, and that they WILL keep the buildings thereon and all other improvements thereon in good repair and by the time in each year as shall be specified and directed by the party Y of the second part, the loss, if any, made payable to the part Y of the second part to the amount of \$1,500.00 annually. And in the event the said part IAS of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises in as herein provided, then the part Y of the second part shall have the right to pay such taxes when the same become due and payable or to keep said premises in as herein provided, then the part Y of the second part shall be liable for all taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

FORTY-THREE HUNDRED AND NO/100 *

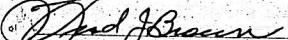
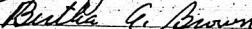
DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 27th day of June 1951, and by it 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 IAS of the first part shall fail to pay the same provided in the 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 become due and payable, or if the insurance is not kept up, or provided for, 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 the conveyance shall be void, 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 sell the same or any part thereof, or the whole, or any part thereof, and all the improvements thereon in the manner provided by law, and to have a receiver appointed to collect the rents and benefits arising therefrom, and to sell the same, or any part thereof, or any part thereof, in the manner prescribed by law, and out of all monies arising from such sale to retain the amount then unpaid of principal and interest, and taxes and charges incident thereto, and the overplus, if any there be, shall be paid by the party Y making such sale, on demand, to the first 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 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.



(SEAL)
(SEAL)

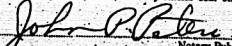
STATE OF Kansas
COUNTY OF Douglas } ss.

Be It Remembered, That on this 27th day of June, A.D. 1951
before me, a Notary Public in the aforesaid County and State,
came Fred J. Brown and Bertha A. Brown

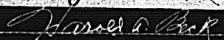
to me personally known to be the same persons, who executed the foregoing instrument and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the
day and year last above written.

My Commission Expires January 8 1955


John P. Peters
Notary Public

Recorded July 3, 1951 at 11:10 A.M.


Howard Wiseman
Vice President
The Lawrence National Bank, Lawrence, Kansas
John P. Peters
Cashier
Mortgagee
This record
was written
on
July 3, 1951
by
John P. Peters
Notary Public

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 January 1955

(Corp Seal) Attest Howard Wiseman
Vice President