

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:

Beginning at the Southeast Corner of Lot One Hundred Twenty-one

(121) in Fairfax Addition; thence South Fifty (50) feet;

thence West One Hundred Thirty-two and one-half (132½) feet;

thence North Fifty (50) feet; thence East One Hundred Thirty-

two and one-half (132½) feet to the point of beginning

and

Commencing at the Southeast corner of Lot Number One Hundred

Forty-eight (148) in Fairfax Addition; thence South Fifty (50)

feet; thence West One Hundred Fifty (150) feet; thence North

Fifty (50) feet; thence East One Hundred Fifty (150) feet to the

place of beginning, said Fairfax addition being in the Southwest

Quarter (4) of Section Thirty-two (32) Township Twelve (12)

South Range Twenty (20) East of the Sixth Principal Meridian

now in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 188 of the first part therein.

And the said part 188 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No Exceptions

It is agreed between the parties hereto that the part 188 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 part Y of the second part, the 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 payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of TWENTY FIVE HUNDRED & no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 15th day of July 1951, 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 188 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 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 the same now, or if taxes is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations the holder hereof, without notice, and it shall be lawful for the said part Y of the second part, its agents or assigns, take possession of the premises, and to sell the premises hereunto 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 of the second part, no demand, on the first part 188.

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 bind and secure up, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 188 of the first part has Y hereunto set their hand and seal on the day and year last above written.

Orville Ray (SEAL)
Katherine Ray (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.



Be It Remembered, That on this 15th day of July A. D. 1951 before me, a Notary Public in the aforesaid County and State, came Orville Ray, also known as Orville L. Ray and Katherine Ray, his wife who 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.

Howard W. Norman
Notary Public

Recorded July 17, 1951 at 2:55 P. M.

Hazel A. Beck

Register of Deeds

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I, the undersigned, owner of this 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 15th day of June 1953.

He Lawrence, Katherine, Orville, Lawrence, Kansas, Kansas

Orville L. Ray, Katherine Ray, Lawrence, Kansas

Attest: Howard W. Norman

Lawrence A. Miller, Book Keeper

(Imp. seal)

This release was written on the original mortgage entered this 15th day of July 1951.

Hazel A. Beck

Recorded July 17, 1951 at 2:55 P. M. I, the undersigned, secured this mortgage.

Attest: L. S.