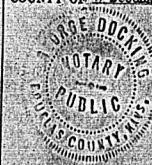


44329 BOOK 100	
(No. 52 K) V. J. Boyles, Publisher of Legal Books, Lawrence, Kansas	
<b>MORTGAGE</b> <b>This Indenture</b> , Made this <u>20th</u> day of <u>August</u> , in the year of our Lord one thousand nine hundred and <u>fifty-one</u> , between <u>Russel A. Hall and Elizabeth Hall, husband and wife,</u>	
of <u>Lawrence</u> , in the County of <u>Douglas</u> and State of <u>Kansas</u> , part <u>103</u> of the first part, and <u>The First National Bank of Lawrence, Lawrence, Kansas,</u> party of the second part.	
Witnesseth, that the said part <u>103</u> of the first part, in consideration of the sum of <u>Six Thousand and no/100</u> DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has <u>ye</u> sold, and by this indenture do <u>GRANT, BARGAIN, SELL and MORTGAGE</u> to the said part <u>Y</u> of the second part, the following described real estate situated and being in the County of <u>Douglas</u> and State of <u>Kansas</u> , to-wit: <u>Lots 83 and 85 on Pennsylvania Street in the City of Lawrence,</u> <u>Douglas County, Kansas.</u>	
with the appurtenances and all the estate, title and interest of the said part <u>103</u> of the first part therein. And the said part <u>103</u> of the first part do <u>hereby covenant and agree</u> that at the delivery hereof <u>they are</u> the lawful owners of the premises above granted, and seized of a good and indefeasible title of inheritance therein, free and clear of all incumbrances.	
It is agreed between the parties hereto that the part <u>103</u> of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied upon the said real estate, and also insurance premiums, and that <u>they</u> will <u>keep</u> the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as may be specified and directed by the holder hereof, and shall bear the loss, if any, made payable to the part <u>Y</u> of the second part to the extent of <u>1/2</u> interest. And in the event that said part <u>103</u> 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 <u>Y</u> 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 <u>1 1/2</u> % from the date of payment until fully repaid.	
THIS GRANT is intended as a mortgage to secure the payment of the sum of <u>Six Thousand and no/100</u> DOLLARS, according to the terms of <u>one</u> certain written obligation for the payment of said sum of money, executed on the <u>20th</u> day of <u>August</u> , <u>1951</u> , and by <u>1/2</u> terms made payable to the part <u>Y</u> 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 <u>Y</u> 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 <u>103</u> of the first part shall fail to pay the same as provided in this indenture.	
And this residue shall be paid if such payments as made as herein specified, and the obligation contained herein fully discharged. If default be made in such payment or any part thereof or any obligation created thereby, and interest thereon, or if the taxes on said real estate 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 a good repair as they are now, or if it were committed to said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in this indenture, including this conveyance, shall be 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 <u>Y</u> of the second part... to collect the same and benefits accruing therefrom and all the expenses thereon in the manner provided by law and by the several agreements to collect the same and benefits accruing therefrom and to sell all the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale and within the amount thus 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 party... making such payment, or demanded, to the first part <u>103</u> .	
It is agreed by the parties hereto that the provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and run 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 <u>have</u> hereunto set their hand, S. and seal at the day and year last above written.	
<i>Russel A. Hall</i> (SEAL) <i>Elizabeth Hall</i> (SEAL)	

STATE OF KANSAS  
COUNTY OF Douglas



Be It Remembered, That on this 20th day of August, A. D. 1951,  
before me, a notary public in the aforesaid County and State,  
came Russel A. Hall and Elizabeth Hall, husband and 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.

My Commission Expires

July 13 1952

*George Docking*  
Notary Public

This release  
was written  
on the 24th  
month  
the 24th  
of December  
1951  
Herald A. Beck  
Reg. of Deeds  
Received August 21, 1951 at 3:10 A. M.  
Signature of Deed

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 24th day of December  
1951.

(Corp. Seal)

*First National Bank & Lawrence, Lawrence, Kansas*  
By *George Docking, Pres.*  
*Mortgage Owner*

9. the u  
payment  
center to  
August 19  
at 1:00 P.M.