

MORTGAGE

(No. 52 K)

BOOK 100

F. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 28th day of June, in the year of our Lord one thousand nine hundred and fifty-one between

Gerald I. Hoover and Wilda B. Hoover, his wife

of Lawrence, in the County of Douglas and State of Kansas
part 1st of the first part, and The Lawrence National Bank, Lawrence, Kansas

part 2 of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

TWO THOUSAND & no/100

2000 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have been sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part 2 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. Five (5) in Evergreen Addition,
an Addition adjacent to the City
of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1st 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 the lawful owner, of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, for and to the use of all their heirs, assigns, and assigns forever, do hereby grant, bargain, sell, and mortgage to the said part 2 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. Five (5) in Evergreen Addition,
an Addition adjacent to the City
of Lawrence

THIS GRANT is intended as a mortgage to secure the payment of the sum of TWO THOUSAND & no/100 DOLLARS,

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 28th day of June, 1951, and by the terms made payable to the part 2 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 2 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 when the same 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 part 2 of the second part, THE AGENTS OR ASSIGNS take possession of the said 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 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 part 1st of the first part, making such sale, on demand, to the line part 2 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 bind 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 have hereunto set their hand, and seal, the day and year last above written.

Gerald I. Hoover (SEAL)
Wilda B. Hoover (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS.

Be It Remembered, That on this 28th day of June, A. D. 19 51
before me, a Notary Public in the aforesaid County and State,
came Gerald I. Hoover and Wilda B. Hoover, 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 Wiseman
Notary Public



My Commission Expires March 18th 19 51

Recorded September 5, 1951 at 1:05 P. M. Russell A. Beck Register of Deeds

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 23rd day of May 1953

Attent: John P. Peters (Corp. Seal) The Lawrence National Bank, Lawrence, Kansas
Cashier Howard Wiseman Vice-Pres.
Mortgagee, Owner.