

MORTGAGE

(52K)

BOOK 100

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

## This Indenture,

Made this 10th

day of

September

in the year of our Lord one thousand nine hundred and fifty-one between  
 F. C. Thomas and Ella Thomas, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
 parties of the first part, and The Lawrence Building and Loan Association  
 part Y of the second part.

Witnesseth, that the said part 1cs of the first part, in consideration of the sum of  
 Twelve Hundred Fifty Dollars and no/100-----DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, ha. YG. 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 300 feet East of the South West corner of Block  
 Three, in Earl's Addition to the city of Lawrence thence North  
 133 feet; thence East 50 feet; thence South 133 feet; thence West 50 feet  
 to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part 1cs of the first part therein.  
 And the said part 1cs of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s  
 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 1cs 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 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 loss, if any, made payable to the part Y of the second part to the extent of 1cs  
 interest. And in the event that said part 1cs 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 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 pay-  
 ment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twelve Hundred Fifty Dollars  
 and no/100-----DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 10th  
 day of September 19 51, 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 1cs 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 hereof, without notice, and it shall be lawful for  
 the said part Y of the second part to take possession of the said premises and all the improve-  
 ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and profits 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 overplus, if any there be, shall  
 be paid by the part Y making such sale, on demand, to the first part 1cs.

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 1cs of the first part ha. YG. hereunto set their hand s  
 and seal the day and year last above written.

F. C. Thomas  
 Ella Thomas

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

SS



Be It Remembered, That on this 10th day of September A. D. 19 51  
 before me, a Notary Public in the aforesaid County and State,  
 came F. C. Thomas and Ella Thomas, husband and wife

to me personally known to be the same person s who executed the foregoing instru-  
 ment 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.

L. E. Eby  
 Notary Public

My Commission Expires April 21 1954

Recorded September 10, 1951 at 2:10 P.M.

Release.

Ward 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 10th day of April 1957.  
 Attest: Margaret Lawrence, Secretary The Lawrence Building and Loan Association  
 (copy seal). W. E. Becker, Vice-President, Mortgagee.

This release  
 was written  
 on the original  
 mortgage  
 at  
 19 57  
 Filed & Recd.  
 19 57  
 W. E. Becker  
 Register of Deeds