

MORTGAGE

(SEN)

44536 BOOK 100
Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kas.

This Indenture,

Made this 14th day of September, in the
year of our Lord one thousand nine hundred and fifty-one betweenL. F. Bens and Martha E. Bens, husband and wifeof Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Twenty-eight Hundred and no/100 DOLLARSto 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 party of the second part, the following described
real estate situated and being in the County of Douglas and State of Kansas, to-wit:The West Half of the South 25 feet of Lot No. Eleven (11) and theWest Half of the North 25 feet of Lot No. Ten (10), all in BlockNo. Five (5) in South Lawrence, an Addition to the City of Lawrence.Including the rents, issues and profits thereof provided however that the
Mortgagees 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 parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 therein.

It is agreed between the parties hereto that the parties 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 becomes 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of the
premium. And in the event that the parties 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 parties 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

Twenty-eight Hundred and no/100 DOLLARS,according to the terms of a certain obligation for the payment of said sum of money, executed on the 14th
day of September 1951, and by the terms made payable to the parties 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 parties 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 parties 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 parties of the second part to 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 cost and charges incident thereto, and the surplus, if any there be, shall
be paid by the parties of the first part, making such sale, on demand, to the first parties of 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 hand and seal
and seal on the day and year last above written.L. F. Bens (SEAL)
Martha E. Bens (SEAL)STATE OF KansasCOUNTY OF Douglas

SS.

Be It Remembered, That on this 14th day of September A. D. 1951
before me, a Notary Public in the aforesaid County and State,
came L. F. Bens and Martha E. Bens, husband and wifeto me personally known to be the same person as 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.Sam L. Childs
Notary PublicMy Commission Expires August 21953

Recorded September 19, 1951 at 10:55 A. M.

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 31st day of January, 1959Attest:
John P. Peters, Cashier
(Corp. Seal)Harold A. Beck Register of Deeds
By J. Underwood, Vice-Pres. Mortgagee, Owner.