

MORTGAGE

(52N)

44951 BOOK 101

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

This Indenture,

Made this 3rd day of November, in the
year of our Lord one thousand nine hundred and fifty-one between
Clarence D. Hilner and Frances I. Hilner, 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 1st of the first part, in consideration of the sum of
Nineteen Hundred Dollars and no/100-----DOLLARS
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 Northwest corner of Block 18, in that part
of the city of Lawrence, known as North Lawrence, thence
East 120 feet, more or less, thence South 202.13 1/3 feet,
more or less; to the North line of tract of land shown by
deed recorded in Book 134 at Page 256 of the records in the
office of Register of Deeds of Douglas County, Kansas; thence
West 120 feet, more or less; thence North 202.13 1/3 feet, more
or less, to point of beginning, all in Douglas County, Kansas

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 are the lawful owner of
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 1st 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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of 1st.
And in the event that said part 1st 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 Nineteen Hundred 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 3rd
day of November 19 51, and by its terms made payable to the party 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 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 treated 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 want 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 improvements
thereon in the manner provided by law and to have a receiver appointed to collect the rent and benefits accruing thereon; 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 y making such sale, on demand, to the first part 1st.

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 1st of the first part hereunto set their hands
and seal 5 the day and year last above written.

Clarence D. Hilner (SEAL)
Frances I. Hilner (SEAL)
(SEAL)
(SEAL)

the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby and authorizing the Register of Deeds to enter the discharge of this mortgage as recorded. Dated this 10th day of July, 1951.
Attest: L.E. Fly, Secretary (Copy Seal)
The Lawrence Building and Loan Association
by W.C. Schlarmer, President
Mortgage