

44956 BOOK 101

MORTGAGE

(No. 523)

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This Indenture, Made this 3d day of November, in the
year of our Lord one thousand nine hundred and fifty-one
between
Amanda A. Baker and Leo Baker, her husband,

of Lawrence, in the County of Douglas and State of Kansas

part 1st of the first part, and J. C. Hemphill

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

Five Hundred (\$500.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has 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:
Lot Nineteen (19) in Home Place, an addition to the City of Lawrence,

(Also known as 1409 New Jersey Street, Lawrence, Kansas.)

with the appurtenances and all the estate, title and interest of the said part 1st 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, except a first
mortgage of \$1,500.00 to J. C. Hemphill dated November 1, 1951.

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 part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments
that may be levied or assessed against said real estate when the same becomes due and payable, and that they shall keep the buildings upon said real
estate insured against fire and tornado in such sums and by such insurance company as shall be specified and directed by the part 2d of the second part, the
loss, if any, made payable to the part 2d of the second part to the extent of 10% interest. And in the event that said part 2d 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 2d 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 payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five Hundred (\$500.00)

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3d day of
November 1951, and by its terms made payable to the part 2d 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 2d 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 they are
now, or if there 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 2d 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 proceeds 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 2d of the second part to the part 1st 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 has hereunto set their hand and
seal, the day and year last above written.

Amanda A. Baker (SEAL)
Leo Baker (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

SS:

Be It Remembered, That on this 3d day of November A. D. 1951

before me, a Notary Public in the aforesaid County and State,
came Amanda A. Baker and Leo Baker, her husband,

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

Oct. 28 1952

Forrest A. Jackson
Notary Public

Recorded November 5, 1951 at 6:50 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 the 10th day of July 1953.

J. C. Hemphill
Mortgagee, Owner.

This mortgage
was filed with
the Register of
Deeds on
November 5, 1951
at 6:50 A. M.
and is hereby
released.
Forrest A. Jackson
Notary Public