

441476 BOOK 101

MORTGAGE (No. 52 H)

This Indenture, Made this Seventh day of November, in the year of our Lord one thousand nine hundred and fifty-one, between Ray B. Roberts, Jr. and Mussetta Roberts, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and The First National Bank of Lawrence, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Three thousand and no/100 (\$3000.00) - - - - 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Nos. twenty-three (23) and twenty-four (24) of Block one (1), in Haskell Place, an addition to the city of Lawrence.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party 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.

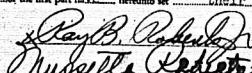
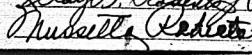
It is agreed between the parties, that the party of the first part shall at all times during the life of this instrument, pay all taxes, assessments, rents, and other charges which may be levied or assessed upon and upon the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such company as shall be specified and directed by the party of the second part, the cost of any, made payable to the party of the second part to the extent of 10%..... And in the event that said party 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 party 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 Three thousand and no/100 - - - - DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 7th day of November, 1951, and by 3 ts terms made payable to the party 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 party 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 party 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 therin fully discharged. If default be made in any payment, or if 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 any part thereof or any obligation created thereby, or interest thereon, or if the buildings on said real estate are not kept in as good repair as they are now, or if water is committed on said premises, then the consequences shall be suffered by the holder of the title 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 party of the second part to collect the same by suit, or otherwise, in the 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 arising therefrom, and to pay over the same to the party of the first part, or to any person to whom the same may be 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 costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to the party 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 run to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

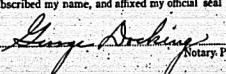
In Witness Whereof, the party of the first part has hereunto set their hands and seals the day and year last above written.

  
(SEAL)  
  
(SEAL)

STATE OF KANSAS  
COUNTY OF Douglas }  
} SS.  
Be It Remembered, That on this 7th day of November A.D. 1951  
before me, a Notary Public in the aforesaid County and State,  
came Ray B. Roberts Jr. and Mussetta Roberts, husband and wife,

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.

  
George Docking  
Notary Public

My Commission Expires July 13 1954

Recorded November 8, 1951 at 11:20 A.M.

 Harold A. Beck Register of Deeds

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 18th day of January, 1951.

THE FIRST NATIONAL BANK of LAWRENCE, KANSAS  
By E. M. Martin  
(Corp. Seal) Vice President Mortgagor

This release  
was written  
on the original  
mortgage  
this 19th day  
of January  
1951  
