

MORTGAGE

(52K)

45074 BOOK 101

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

This Indenture,

Made this 16th day of November, in the
year of our Lord one thousand nine hundred and fifty-one
between John E. Toms and Kathryn Ann Toms, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
part 1st 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
Twenty-two 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:
Lot No. One Hundred Fifty Eight (158) in Block No. Fifty Five
(35), in that part of the City of Lawrence, known as West
Lawrence, 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 the said 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 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 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 100%
interest. 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 Twenty-two 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 16th
day of November 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 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 of 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 obligation 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 rent 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 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 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 have hereunto set their hands
and seals the day and year last above written.

John E. Toms (SEAL)
Kathryn Ann Toms (SEAL)

STATE OF Kansas } SS.
COUNTY OF Douglas

Be It Remembered, That on this 16th day of November, A. D. 19 51
before me, a Notary Public in the aforesaid County and State,
came John E. Toms and Kathryn Ann Toms, 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 19 54

Recorded November 21, 1951 at 11:45 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 5th day of September 1952

The Lawrence Building and Loan Association
by H. C. Brinkman President
Mortgagee.

Attest: L. E. Eby (Corp. Seal)
Secretary

This release
was written
on the original
mortgage
this 5th day
of Sept 1952
Harold A. Beck
Notary Public
Barbara Eby
Secretary