

45250 BOOK 101

MORTGAGE

(Rev. 5-2-60)

K. J. Boylan, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this twenty-first day of December, in the year of our Lord one thousand nine hundred and fifty-one between

Woodrow W. Miller and Sarah Louise Miller, husband and wife, as joint tenants with right of survivorship and not as tenants in common,

of Lawrence in the County of Douglas and State of Kansas

part y of the first part, and The First National Bank of Lawrence, Kansas,

part y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Seven thousand and no/100 (\$7,000.00) ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he YE 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 33.6 feet of the south one and one-half acres of a tract of land described as: Commencing at a point 27.08 chains west of the Northeast corner of the South half of the Southwest quarter of Section 36, Township 12, South, Range 19, East, thence West 197.6 feet, thence South 864.8 feet, thence East 197.6 feet, thence North 864.8 feet to the place of beginning, being a part of lot #14 in Westwood, an addition adjacent to the city of Lawrence. Also all the following described real estate in Douglas County, Kansas. Beginning at a point 233.96 feet south of a point described as being 689.4 feet North and 197.6 feet West of the intersection of the center line of county road #212 with the center line of county road #19 and #371, said intersection being 858.0 feet East and 6.75 feet North of the Southwest corner of Section 36, Township 12 South, Range 19 East, Douglas County, Kansas; aforesaid point of beginning lying on the line between lots 1 and 14 of Westwood, an addition adjacent to the city of Lawrence, Douglas County, Kansas; Thence South 32.06 feet along the line between Lots 1 and 14; thence North 63° 55' East, 56.31 feet to the point of intersection with the arc of a curve of radius 266.15 feet; thence Northeasterly along the arc of said curve (and the southern boundary of Lot 14) to the intersection of said arc with a line running due East from the point of beginning; thence West along said line to said point of beginning. Subject to easements for any public utility thereon, and also subject to restrictions of record. Grantors further grant to grantee the right to make one water connection to the main water line serving Westwood for the benefit of what is known as the West half of Lot 14.

with the appurtenances and all the estate, title and interest of the said parties 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 the premises above granted, and seised 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 thereon.

It is agreed between the parties hereto that the part 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 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 of the second part may pay said taxes and insurance, or other, 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 Seven 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 21st day of December 1951, and by its terms made payable to the part 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 part 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 part of the second part to take possession of the said premises and all of 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 costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the second part making such sale, on demand, to the first part 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, the day and year last above written.

Woodrow W. Miller (SEAL)

Sarah Louise Miller (SEAL)

(SEAL)

(SEAL)

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 August 1960. THE FIRST NATIONAL BANK OF LAWRENCE,

LAWRENCE, KANSAS

BY E. B. Martin, Vice President

Mortgagee. Owner.

(Corp. Seal)

This release was written on the original mortgage entered this 6th day of August 1960.

Handwritten signature

Handwritten signature