

45527 BOOK 101

MORTGAGE (No. 52 K) V. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 6th day of February, in the year of our Lord one thousand nine hundred and fifty-two, between Crevise D. Brewer and Doris Lee Brewer, his wife,

of Lawrence, in the County of Douglas and State of Kansas, part 1st of the first part, and P. D. Olmstead and Grace O. Olmstead, his wife. part 2nd of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Eighteen Hundred 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 parties 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 intersection of the South line of Nineteenth Street, in the City of Lawrence, Douglas County, Kansas, with the East line of the Northwest Quarter of the Southeast Quarter of Section 1, Township 18, Range 19; thence South 75 feet; thence West 85 feet; thence North 75 feet; thence East 85 feet to point of beginning, subject to easement for utilities;

with the appurtenances and all the estate, title and interest of the said parties 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 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage to Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin in the amount of \$7200.00

It is agreed between the parties hereto that the parties of the first part shall be all continuing the life of the husband, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and the parties of the first part shall keep the said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said party 1st of the first part shall die or become disabled, when the same becomes due and payable or to keep said premises insured as herein provided, then the party 2nd of the second part may pay said taxes and assessments, or either party of the second part 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 Eighteen Hundred and no/100 * * * * * DOLLARS, according to the terms of 1952 certain written obligation for the payment of said sum of money, executed on the 6th day of February, 1952, and by its terms made payable to the parties 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 parties 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 2nd 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 buildings on said real estate are not kept in as good repair as they are now, or are wantonly committed on sale, then the same shall become absolute and the whole sum remaining unpaid, and all the obligations provided for in said obligation, for the security of which this conveyance 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 1st 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 profits 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 amounts 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 party 1st of the first part.

It is agreed by the parties hereto that the terms and conditions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and run over, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the party 1st of the first part has yo, hereunto set tht hand 8, and 5 the day and year last above written.

Crevise D. Brewer (SEAL)
Doris Lee Brewer (SEAL)

STATE OF KANSAS SS.
COUNTY OF DOUGLAS

Be It Remembered, That on this 6th day of February A.D. 19 52, before me, a Notary Public in the aforesaid County and State, came Crevise D. Brewer and Doris Lee Brewer, his 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 6th day and year last above written.

J. D. Olmstead
Notary Public

My Commission Expires July 17 52

Recorded February 6, 1952 at 4:00 P. M.

Harold A. Beck Register of Deeds

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby and authority be granted to release the property to the parties of the second part, to enter the discharge of the mortgage of record, dated the 26th day of June 1952.

P. D. Olmstead
Grace O. Olmstead
Mortgage Owner

This release is written on the original instrument
J. D. Olmstead
Notary Public
Harold A. Beck
Register of Deeds
City of Lawrence
State of Kansas