

MORTGAGE (52K) 45595 BOOK 101  
Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

**This Indenture.** Made this 7th day of February, in the  
year of our Lord one thousand nine hundred and Fifty-two  
between Bessie G. Lianos, a single woman,

of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and J. C. Hemphill

party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of  
Eleven Hundred Forty-seven and 23/100 (\$1,147.23) DOLLARS  
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture  
does 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 Eighty-five (85) on Vermont Street in the City of Lawrence  
(Also known as 933 Vermont Street, Lawrence, Kansas)

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 does hereby covenant and agree that at the delivery hereof she is the lawful owner  
of the premises above granted, and seised of a good and inalienable estate of inheritance therein, free and clear of all incumbrances, except  
a first mortgage of \$2,000.00 from first to second party, dated Dec. 23, 1950, recorded  
Dec. 27, 1950, in Book 99 of Mortgages at Page 289,  
and that she will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the party 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 becomes due and payable, and that she 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of his  
interest. 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 pay-  
ment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eleven Hundred Forty-seven and  
23/100 (\$1,147.23) DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7th  
day of February, 1952, and by its 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 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 party 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 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 overplus, if any there be, shall  
be paid by the party making such sale, on demand, to the first party.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all  
signs and intentions of the respective parties hereto.

In Witness Whereof, the party of the first part has herunto set her hand  
and seal the day and year last above written.

Bessie G. Lianos (SEAL)

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 13th day of February, A. D. 1952,  
before me, a Notary Public in the aforesaid County and State,  
came Bessie G. Lianos, a single woman,

to me personally known to be the same person, 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.

Harold A. Beck Notary Public  
My Commission Expires Oct 28 1952

Recorded February 11, 1952 at 1:30 P. M.

Register of Deeds

This receipt  
was written  
on the original  
mortgage  
dated  
February 7, 1952

Harold A. Beck  
Notary Public

Release  
I, the undersigned, owner of the within mortgage, do hereby acknowledge  
the full payment of the debt secured hereby, and authorize the Register of Deeds  
to enter the discharge of this mortgage of record. Dated this 11th day of October  
1952.  
J. C. Hemphill  
Mortgage Owner.