

MORTGAGE

(7th, 52 Ed)

45758 BOOK 101

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

This Indenture, Made this 3rd day of March in the year of our Lord one thousand nine hundred and fifty-two between Samuel Blanchard Hines and Cora Blanche Hines, 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

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Two hundred fifty and no/100 (\$250.00) 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 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:

The West one-third (1/3) of the North one-half (1/2) of the South one-half (1/2) of the Southeast one-quarter (SE 1/4) of Section 29, Township 12 Range 20, Less four (4) acres on the east side being a tract of land 264 feet east and west, and 660 feet north and south.

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 owner of the premises above granted, and quiet of a good and indefeasible title free and clear of all encumbrances, EXCEPT MORTGAGE TO THE FIRST NATIONAL BANK OF LAWRENCE, KANSAS, dated Aug. 22, 1934, amount of \$500.00 signed Samuel Blanchard Hines and Cora Blanche Hines,

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 parties of the first part shall at all times during the term of this indenture, 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 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 first 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two hundred fifty and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 3rd day of March 1952, 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 Y 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 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 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 Y of the second part, making such sale, on demand, to the first part Y of the second 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.

Samuel Blanchard Hines (SEAL)
Cora Blanche Hines (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 3rd day of March A. D. 19 52

before me, a Notary Public in the aforesaid County and State, came Samuel Blanchard Hines and Cora Blanche Hines, 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.

James Halliwell
Notary Public

My Commission Expires April 19, 1955

Recorded March 4, 1952 at 11:40 A. M.

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 against this 5th day of December, 1954.
The First National Bank of Lawrence, Lawrence, Kansas
By George Locking, Cashier, Mortgagee.

(Boys Seal)

This release as written in the original mortgage, entered on this day of Dec, 1954, at Lawrence, Kansas, by George Locking, Cashier, Mortgagee.