490 Reg. No. 8663 Fee Paid $1.25

45886 BOOK 101

MORTGAGE (No. 52 K) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 13th. day of March, in the year of our Lord one thousand nine hundred and fifty two between James H. Gower, and Jennie L. Gower, his wife

of Eudora, in the County of Douglas and State of Kansas part ies of the first part, and Kaw Valley State Bank, Eudora, Kansas.

part y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of Five hundred and no/100 -- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 South one-half of Lot No. 2, and Lot No. 3, in Block One hundred thirty two In the City of Eudora, Kansas.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they were the lawful owners 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 thereto.

It is agreed between the parties hereto that the part ies 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 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 y of the second part to the extent of its interest. And in the event that said part ies 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 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five hundred and no/100 -- DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th. 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 ies 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 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

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 ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

James H Gower (SEAL)

Jennie L Gower (SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS.

W. C. MERCIER NOTARY PUBLIC DOUGLAS COUNTY KANS

Be It Remembered, That on this 13th. day of March A. D. 1952 before me, a Notary Public in the aforesaid County and State, came James H. Gower and Jennie L. Gower to me personally known to be the same person s 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.

W. C. Mercier
Notary Public

My Commission Expires August 12th. 1955

Recorded March 21, 1952 at 11:35 A. M. Harold A. Beck Register of Deeds

This release was written on the original mortgage entered this 17 day of April 1952
Harold A Beck
Reg. of Deeds
Barbara Seeber
Deputy

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 10 day of April 1952

(Corp. Seal)

Kaw Valley State Bank, Eudora, Kansas
W. C. Mercier Exec.Vice Pres.
Mortgagee. Owner.