

MORTGAGE

(52K)

45450 Book 101

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 1st day of April, in the year of our Lord one thousand nine hundred and fifty-two between Neil M. Harris and Marion E. Harris, his wife,

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and Alfred Eisele and/or Emma Eisele, as joint tenants with the right of survivorship and not as tenants in common parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Five Thousand Eight Hundred Fifty and no/100 (\$5,850.00) 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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Six (6) in Block Ten (10) in Haskell Place, an

Addition to the City of Lawrence. (Also known as

2121 Barker Avenue, Lawrence, Kansas.)

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 s 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 thereon.

It is agreed between the parties hereto that the part 1es 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 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 1es of the second part, the loss, if any, made payable to the part 1es of the second part to the extent of their interest. And in the event that said part 1es of the first part shall fail to pay such taxes when the same become due and payable or to keep 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 Thousand Eight Hundred Fifty and no/100 (\$5,850.00) DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of April, 1952, and by its terms made payable to the part 1es 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 part 1es 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 1es 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 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 1es making such sale, on demand, to the first part 1es.

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 s and seal s the day and year last above written.

Neil M. Harris (SEAL)
Marion E. Harris (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS.



Be It Remembered, That on this 1st day of April, A. D. 1952, before me, a Notary Public in the aforesaid County and State, came Neil M. Harris and Marion E. Harris, his wife,

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.

Eugene L. Doane
Notary Public

My Commission Expires January 29, 1955.

This release was written on the original mortgage.

the 15th day of May 1952

Notary Public

Recorded April 1, 1952 at 10:25 A. M.

RELEASE

Walter A. Beck
By Barbara Beck, Deputy

Register of Deeds

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 12th day of May 1961

Emma Eisele

Mortgagee, Owner.

Witness: Clifford E. Eisele