

616

MORTGAGE

(52K)

46229 BOOK 101
Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 8th day of May, in the
year of our Lord one thousand nine hundred and fifty-two between
Worthy R. Rogers and Ina B. Rogers, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Two thousand 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 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:
Commencing 20 rods West of the Northeast corner of the South Half (S $\frac{1}{2}$)
of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Fractional Quarter
(SW fr. $\frac{1}{4}$) of Section Twenty-nine (29), Township Twelve (12), Range
Twenty (20); thence West 82 feet; thence South 20 rods; thence East
82 feet; thence North 20 rods to place of beginning, in that part of
the City of Lawrence, known as North Lawrence,

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 are the lawful owners
of the premises above granted, and seised 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 ies 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 100
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 Y of the second part may pay said taxes and insurance, for 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 Two thousand and
no/100 DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th
day of May, 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 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 surplus, 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 have hereunto set their hand s
and seal s the day and year last above written.

Worthy R. Rogers (SEAL)
Ina B. Rogers (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.



Be It Remembered, That on this 8th day of May, A. D. 1952,
before me, a Notary Public in the aforesaid County and State,
came Worthy R. Rogers and Ina B. Rogers
husband and wife
to me personally known to be the same person s, 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.

L. E. Eby
Notary Public

My Commission Expires April 21st 19 54

Recorded May 8, 1952 at 1:35 P.M.
(Opp. Seal)

RELEASE

W. E. Decker Register of Deeds

Harold A. Beck, 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 11th day of September 1959 The Lawrence Building and Loan Association
Attest: Imogene Howard, Ass't. Secretary W. E. Decker, Vice President Mortgagee.