

MORTGAGE (52K) 44900 BOOK 101 Better Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 15th day of October, in the year of our Lord one thousand nine hundred and fifty-one between Cecil S. Wells and Mae E. Wells, husband and wife

of Lawrence, in the County of Douglas and State of Kansas part 1st 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 Four thousand dollars 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: The East 7 feet of the South 50 feet of Lot Seven (7), and the East 7 feet of Lot Eight (8), and all of Lot Nine (9), and the South 50 feet of Lot Ten (10), all in Block Ten (10) of Babcock's Enlarged Addition to the City of Lawrence, in Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st 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 1st 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 10% interest. And in the event that said part 1st 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, 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 Four thousand dollars and no/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 15th day of October 1951, 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 1st 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 of the second part, on demand, to the first 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 bind 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 1st of the first part have hereunto set their hand s and seal the day and year last above written. Cecil S. Wells (SEAL) Mae E. Wells (SEAL)

STATE OF KANSAS) ss. COUNTY OF Douglas)

Be It Remembered, That on this 15th day of October A. D. 1951, before me, a Notary Public in the aforesaid County and State, came Cecil S. Wells and Mae Wells, husband and 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. L. E. Eby Notary Public

My Commission Expires April 21 1954

Recorded October 15, 1951 at 3:55 P. M. RELEASE W. E. Decker 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 14th day of October 1952 The Lawrence Building and Loan Association W. E. Decker Vice President Mortgagee.

Attest: Imogene Howard (Corp. Seal) Asst. Secretary.

Vertical text on the left margin of page 10.

MORTGAGE (42B) 44903 BOOK 101 Printed and for sale by The Lane Printing Company, Kansas City, Kansas

This Mortgage Made this 15th day of October in the year of Our Lord, One Thousand Nine Hundred and fifty-one by and between Eli C. Jones and Wilma Fern Jones, his wife,

of the County of Douglas and State of Kansas part 1st of the first part, and Reconstruction Finance Corporation part Y of the second part.

Witnesseth, That said part 1st of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said part Y of the second part and to its heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit: Commencing at a point 115 2/3 feet South from the Northeast corner of the Southeast fractional quarter of the Northwest fractional quarter of Section 30, in Township 12 South, range 20 East, thence running West 57 1/2 links; thence South 115 2/3 feet; thence East 57 1/2 links; thence North 115 2/3 feet to the place of beginning, known as Lot 144 in Addition 2, less the South 50 feet of said tract, in that part of the City of Lawrence, formerly known as North Lawrence,

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part Y of the second part, and to its successors heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Eli C. Jones and Wilma Fern Jones have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at office of Reconstruction Finance Corporation, Kansas City, Missouri as follows, to-wit: \$20.00 on the 15th day of March, 1952, and \$20.00 on the 15th day of each and every month thereafter to and including the 15th day of June, 1960, together with interest from the 15th day of February, 1952, at the rate of three per cent per annum on the unpaid part of the principal, computed monthly, and payable on the 15th day of March, 1952, and on the 15th day of each and every month thereafter until the full amount of the principal has been paid in full.

Now, if the said Eli C. Jones and Wilma Fern Jones, his wife, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according

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