

MORTGAGE

(52K)

46851 BOOK 102

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

This Indenture, Made this 21st day of June, in the year of our Lord one thousand nine hundred and Fifty-two between E. Gordon Erickson and Darlene A. Erickson, his wife

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank, Lawrence, Kansas party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of SEVEN THOUSAND & 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at at point 822 feet South and 1430.84 feet West of the center of Section 36, Township 12 South, Range 19 East of the 6th P. M.; thence West 75 feet; thence North 145 feet to the South line of Oxford Road; thence East 75 feet; thence South 145 feet to point of beginning (sometimes known as the West 67 feet of Lot 7 and the East 8 feet of Lot 8, Block 5), in West Hills, an addition to the City of Lawrence.

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, No exceptions

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 parties 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 party 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 SEVEN THOUSAND & no/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 21st day of June 19 52 and by its terms made payable to the party 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 party 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 parties 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 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 party of the second part its agents or assigns 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 party of the second part making such sale, on demand, to the first parties.

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 hands and seal the day and year last above written.

E. Gordon Erickson (SEAL) Darlene A. Erickson (SEAL)

STATE OF Kansas } COUNTY OF Douglas } SS.

Be It Remembered, That on this 21st day of June A. D. 19 52 before me, a Notary Public in the aforesaid County and State, came E. Gordon Erickson and Darlene A. Erickson, his 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.

Howard W. Coeman Notary Public



My Commission Expires March 18th 19 54.

Vertical handwritten notes on the right margin, including "Book 102" and "Page 101".