

Kansas Mortgage 47087 BOOK 102

This Mortgage, Made this 17-th day of July in the year of Our Lord One Thousand Nine Hundred Fifty-Two by and between ROBERT ERWIN PHELPS AND ADDIE MARIE PHELPS, husband and wife of the County

of Douglas and State of Kansas parties of the first part, and

HETTIE MENGER, a widow-----party of the second part, WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100----- DOLLARS, to them in hand paid by the said party 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 party of the second part, and to her heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of DOUGLAS and State of Kansas, to-wit:

Lot Seventy-three (73) in Block Nineteen (19), on Mississippi st, City of Lawrence, Douglas County, Kansas. Known as West Lawrence.

This mortgage and the note hereby secured are given in part payment of the purchase price of the within described premises. TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said parties of the first part have this day made, executed and delivered to the said party of the second part One Promissory Note of even date herewith, by which they promise to pay to the said HETTIE MENGER----- or order, for value received Three Thousand Five Hundred and No /100----- DOLLARS, due July-17----- 19 53 with interest from date to maturity at the rate of seven per cent per annum, payable semi-annually, as evidenced by

for the sum of \$ each, falling due on the days of and in each year, both principal and interest notes are payable at and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, If the said PARTIES OF THE FIRST PART shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of (\$3,500.00)----- Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in her own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 7 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said PARTY OF THE SECOND PART----- the lawful owner of the premises above granted and seized of a good and inde feasible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in presence of Robert Erwin Phelps Addie Marie Phelps