

MORTGAGE (No. 52 K) F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 5th day of August 1957, in the year of our Lord one thousand nine hundred and fifty-two between Donald Knight and Virginia Knight, his wife

of Lawrence, in the County of Douglas and State of Kansas  
part 1st of the first part, and L. A. Guiles and Anna M. Guiles, husband and wife,  
as joint tenants, with right of survivorship, and  
not as tenants in common, part 1st of the second part.

Witnesseth, that the said part 1st 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 1st of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:  
Lots Nos. Twenty (20) and Twenty-one (21) in Walnut Park, being a portion of Addition No. 3 in that part of the City of Lawrence, formerly known as North 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 owners of the premises above granted, and owner 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 thereto.  
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 or 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 1st of the second part, the less, if any, made payable to the part 1st of the second part to the extent of their 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 1st of the second part may sue and recover the same, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of six (6) per cent from the date of payment until fully repaid.

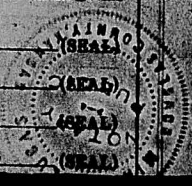
THIS GRANT is intended as a mortgage to secure the payment of the sum of  
- - - Two Thousand and no/100 - - - - - DOLLARS,  
according to the terms of the certain within obligation for the payment of said sum of money, executed on the 5th day of August 1957, and by its terms made payable to the part 1st 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 1st of the second part to pay for any taxes or to discharge any tax 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 covenant 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 contained therein, 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 there is encumbrance on said premises, then the covenantor shall become debtors and the whole sum remaining unpaid, and all of the obligations provided herein, for the country of which this indenture is given, shall immediately become and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 1st of the second part to take possession of the said premises and all the appurtenances thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereon 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 due 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 1st of the second part to the part 1st of 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 thereon, shall extend and issue 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 by VR becomes as their hand and seal, the day and year last above written.

Ronald Knight  
Virginia Knight



STATE OF Kansas  
COUNTY OF Douglas } ss.

Be It Remembered, That on this 5 day of August A. D. 19 57  
before me, a Notary Public in the aforesaid County and State,  
came Donald Knight and Virginia Knight, 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.

My Commission Expires April 15, 1958 Minnie M. Lucas Notary Public