A Committee of the Comm
MORTGAGE (52K) BOYER LEVEL BROOK 102
This Indenture, Made this 22nd day of September, in the
year of our Lord one thousand nine hundred and Fifty-two between
James K, Heatherly and Greta Heatherly, his wife
of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and Cyril A. Britton, Garnett, Kansas.
part Y of the second part.
Witnesseth, that the said part ies of the first part, in consideration of the sum of
SIXTY FIVE HUNDRED & no/100 * * * DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha Ve. 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:
and State of Railses, 10-117.
Beginning at a point 130 feet West of Southeast corner of
Block 5, Barl's Addition, thence North 224.58 feet, thence
West 70 feet; thence South 224.48 feet to the South line
of said Blook 5; thence East 70 feet to the place of
beginning, in City of Lawrence
with the appurtenances and all the estate, title and interest of the said part. 105 of the first part therein.
And the said part 103 of the first part do hereby covenant and agree that at the delivery hereof they 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,
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 part 186 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 thosy will keep the buildings upon said real estate insured against fire and toranado 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 11.8 interest. And in the event that said part 198 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 payarest with the credit fall.
interest. And in the event that said part 188 of the first part shall fail to pay such taxes when the same become due and payable or to keep said parties inputed as begin provided then the part V
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
SIXTY FIVE HUNDRED & no/100 * * * DOLLARS,
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 22 nd day of September 1952, and by 1ts 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 of 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. 108 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 berein specified, and the obligation contained therein fully discharged
If default be shade in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate and paid when the same become due and payable, or if the insurance is not kept up, as provided in the same become due and payable, or if the insurance is not kept up, as provided in any payable, or if the buildings on said real estate are not kept in as good result as they are now, or if waste is committed on said premises then this conversance, that become absolute
read estate are not paid when the same recome due and payable, of it the instance is not eap up, as provided herein, or it the buildings on said read estate are not kept in as good reptil 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 B 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 his agents or assigns to take possession of the said premises and all the improvement 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
needs thereon in the manner privated by law and to law a receiver appointed to collect the rents and obsents accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys sixing 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 . M. making such sale, on demand, to the first part 198.
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 or the respective parties nereto.
and seal the day and year last above written.
Gentle Galkuly (SEAL)
SEAL)
The state of the s
Provide the second seco
STATE OF Kansas
COUNTY OF POURTRE
Be It Remembered, That on this 22 nd day of Saptember A. D. 19 52 before me, a
came James K. Heatherly and Gress Heatherly, his 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.
Notary Public