

M O R T G A G E

THIS INDENTURE, made this 5th day of January, 1953, between Leslie E. Murray and Gladys E. Murray, husband and wife, of Lawrence, in the County of Douglas, State of Kansas, of the First Part, and Vinton C. Fishel and Helen M. Fishel, of Lawrence, in the County of Douglas, State of Kansas, of the second Part.

WITNESSETH, that the said Parties of the First Part, in consideration of the sum of \$3,750.00 to them duly paid, the receipt of which is hereby acknowledged, have sold and by these parties granted, bargain, sell and mortgage to the said Parties of the Second Part, and the survivor of them, as joint tenants, and not as tenants in common, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

Beginning at the intersection of the West side of Illinois Street with the South side of Seventh Street, thence South 75 feet, thence West 72 feet, thence North 75 feet, thence East 72 feet to the place of beginning, in the City of Lawrence, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said Parties of the First Part therein, but subject nevertheless to one certain mortgage dated January , 1953, recorded January , 1953, in Book of Mortgages at page of the Register of Deeds of Douglas County, Kansas, to the Lawrence Building and Loan Association in the original principal sum of \$5,500.00. 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 former grants and encumbrances, except the above described mortgage.

Parties of the First Part shall keep the improvements on the above described real estate insured against loss from fire and other hazards (flood and overflow excepted) in such minimum amount as will equal the unpaid balance of the above described mortgage, AND this mortgage, with loss payable to the Parties as their interests may appear.

This grant is intended as a mortgage to secure the payment of \$3,750.00, according to the terms of one certain note this day executed and delivered by the said Parties of the First Part to the said Parties of the Second Part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said Parties of the Second Part, their assigns, and the heirs and assigns of the survivor of them, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale, on demand to said Parties of the First Part, their assigns, and the heirs and assigns of the survivor of them.

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

Leslie E. Murray
Leslie E. Murray

Gladys E. Murray
Gladys E. Murray

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