

MORTGAGE

(52K)

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

This Indenture,

Made this 23rd day of March, in the

year of our Lord one thousand nine hundred and Fifty-Three between

Mrs. Madge E. Emery, widow and Stewart B. McInroy, her husband, of Fort Worth, in the county of Tarrant, and State of Texas, and Selon T. Emery, a single person,

of Lawrence, in the County of Douglas and State of Kansas

part 100 of the first part, and The First National Bank of Lawrence

part 100 of the second part.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of

Five Hundred 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 100 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Seventy (70) feet of Lot Seven (7) in Block Two (2)

Overlaid Addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a first real estate mortgage to The First National Bank of Lawrence, Lawrence, Kansas, of the Register of Deeds for 1950, and recorded in Book 103 of Mortgages at Page 607-608 Douglas County, Kansas, 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 100 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 become 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 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of the interest. And in the event that said part 100 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 100 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

Five Hundred and no/100 DOLLARS,

according to the terms of 000 certain written obligation for the payment of said sum of money, executed on the 23rd

day of March 1953, and by its terms made payable to the part 100 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 100 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 100 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 or any part thereof or any obligation created thereby, 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 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 is 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 100 of the second part 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 part 100 making such sale, on demand, to the first part 100.

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 part 100 of the first part has hereunto set their hand and seal the day and year last above written.

Madge E. Emery (SEAL)
Stewart B. McInroy (SEAL)
Selon T. Emery (SEAL)