

48947

BOOK 103

Boyer Legal Blanks - CASH STATIONERY CO., Lawrence, Kan.

MORTGAGE

(52K)

This Indenture, Made this 27th day of April, in the year of our Lord one thousand nine hundred and fifty-three between Millie McKinney, a widow

of Lawrence, in the County of Douglas and State of Kansas party of the first part, and The Lawrence Building and Loan Association part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of Five thousand and no/100-----DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture to 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: Lot Seventy-eight (78) on Ohio Street, in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein. And the said part Y of the first part do hereby covenant and agree that at the delivery hereof she is 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,

and that she will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part Y 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 she 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part Y 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 remain 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 thousand and no/100-----DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 27th day of April 1953, and by its 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 or 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 Y of the first part shall fail to pay the same as provided in this indenture.

And the covenants that he used if such payments be made as herein specified, and the obligation contained therein fully discharged, if default be made by said mortgagor or any part thereof or any obligation created, thereby, or interest thereon, or if the taxes on said real estate and the taxes upon 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 destroyed or damaged by fire or other cause, or if there is a general failure to pay any taxes on said premises, then this conveyance shall become absolute and the whole tract hereunto conveyed, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the part Y of the second part to take possession of the said premises and all the improvements thereon, and to have a receiver appointed to collect the rents and benefits accruing therefrom; and so to manage and dispose of the same as he may see fit, in the manner prescribed by law, and out of all moneys arising from such sale to retain the first amount thereof for principal and interest, together with the cost and charges incident thereto, and the surplus, if any there be, shall be paid to the part Y of the first part, nothing herein contained, to the first part Y.

It is covenanted by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits thereon, shall extend and inure to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

All Witness Whereof, the part Y of the first part has hereunto set her hand and seal the day and year last above written.

Millie McKinney (SEAL)

STATE OF Kansas } ss. COUNTY OF Douglas }



Be It Remembered, That on this 27th day of April A. D. 1953 before me, a notary public in the aforesaid County and State, came Millie McKinney, a widow

to me personally known to be the same person 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.

L. E. Eby Notary Public

My Commission Expires April 21 1954

Handwritten notes and signatures at the bottom of the page, including a signature that appears to be 'L. E. Eby' and some illegible text.