

## MORTGAGE

(52K)

50290 BOOK 105  
Boyles, Legal Blanks -- CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 11th day of September, in the year of our Lord one thousand nine hundred and a Fifty-three between Albert Cornwell and Margaret Helen Cornwell, his wife.

of Lawrence, in the County of Douglas and State of Kansas.  
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas,  
part of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of THIRTY SEVEN HUNDRED FIFTY & 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot No. Two Hundred Twelve (212) on Tennessee St.,  
in the City of Lawrence  
with the appurtenances and all the estate, title and interest of the said part <sup>212</sup> of the first part therein.

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof they are 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 thereon.

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 insured against fire and tornado in such sum and by such insurance company as shall be specified and 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 7 of the second part, the loss, if any, made payable to the part 7 of the second part to the extent to 100 of the first part shall pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 7 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  
THIRTY SEVEN HUNDRED FIFTY & no/100 \* \* \* \* \* DOLLARS,  
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 11th  
day of September 1955, and by its terms made payable to the part 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 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 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 it shall be so ordered by the court of competent jurisdiction, then the said premises, together with all the improvements thereon, shall be sold by the holder hereof, or his assigns, to satisfy the said debt, and the proceeds of such sale shall be applied to the payment of the said debt, and the balance, if any, shall be paid to the owner of the said premises. And if the said debt or debts 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 party 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 party making such sale, on demand, to the first parties.

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 108 of the first part has 10 hereunto set their hands and seals the day and year last above written.

Arthur Barnwell (SEAL)  
Margaret Helen Barnwell (SEAL)

STATE OF Kansas  
COUNTY OF Douglas } SS.

Be It Remembered, That on this 11th day of September, A. D. 1953  
before me, a Notary Public in the aforesaid County and State,  
came Albert Cornwall and Margaret Helen Cornwall, his  
wife  
to me personally known to be the same persons 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.



Wm. H. Beck Register of Deeds