Reg. No. 98.2 Fee Paid \$6.25	13
50762 BOOK 105	
MORTGAGE (52K) Boyles Legal Blanks CASH STATIONERY CO., Lawrence, Kans.	1.
This Indenture with an	- 14
year of our lord one thousand also hundred and - Ciety there i	$\frac{1}{2} \sum_{i=1}^{n-1} \left(1 - \frac{1}{2} \right)^{n-1}$
William N. Mize and Edna P. Mize, husband and wife	
of Lawrence , in the County of Douglas and State of Kansas parties of the first part, and J. C. Hemphill	
part y of the second part.	
Witnesseth, that the said parties of the first part, in consideration of the sum of	
Twenty-five Hundred and no/100	
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:	•
Lot Six (6) in Block Thirteen: (13), in Lane's	S.
Second Addition, an Addition to the City of Lawrence, in Douglas County, Kansas	1
Including the rents, issues and profits thereof provided however that the	1
Mortgagors shall be entitled to collect and retain the rents, issues and	
profits until default hereunder.	and the second s
with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein. And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8.	
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,	
and that there will make a like the second state in the second state is a second state in the second state is a	
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 102 of the first part shall at all times during the life of this indenture, pay all	
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Taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will: keep the buildings upon said real estate insured against first and tornado in such sum and by such insurance company as shall be specified and — directed by the part $\mathbf{y}_{}$ of the second part, the loss, if any, made payable to the part $\mathbf{y}_{}$ of the second part to the extent of $\mathbf{h15}^{}$ interest. And in the event that said part GE 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 $\mathbf{y}_{}$ 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 taxe of 10% from the date of pay-	•
sup pitches space as herein provide, beit the part y of the scola 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 pay- ment until fully repaid.	*
THIS GRANT is intended as a mortgage to secure the payment of the sum of	
Twenty-five Hundred and no/100	- Art
day of November 1953 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 simo sums of moves advanced by the	il
said party with an interest account discound to the terms of said congation and also to getter any sum of sums of money advanced by the said party 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 los of the first part shall fail to pay the same as provided in this inderirure.	
And this conveyance shall be void if such payments be made as herein specified, and the obligation constained 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 must so as add 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	Area .
It distant or main the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real real estate are not paid when the same become due and payable, or if waste is committed on said premise, 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 matures 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 for take possession of the said premises and all the improve- ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom and to	
the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall	1.1.1.
be paid by the part y making such sale, on demand, to the first part 102.	
benefits accurate therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.	W. e.
In Witness Whereof, the parties of the first part ha ve hereunto set their hand seal 5 the day and year last above written.	-
William M. Mige (SEAL)	
Canal, Mage (SEAL)	
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STATE OF Kansas	
COUNTY OF Douglas	
Be it Remembered, That on this 3rd day of November A. D. 19.40 Notary Public in the aforesaid County and State,	1
before me, a Addama Laurand Edna P. Mize, husband and wife	
to me personally known to be the same person. S who executed the foregoing instru-	N. C. C.
f	105
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written	- n 1
seni on the day and year has able to be the Notary Public	
My Commission Expires January 8 1955	Carl Breedings /-

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