30767 BOOK 105 Boyles Legal Blanks -- CASH STATIONERY CO., Lawrence, Kans. MORTGAGE (52K) This Indenture, Made this 6th day of November , in the year of our Lord one thousand nine hundred and Fifty-three betweep Arthur Fritzel and Jessie M. Fritzel, husband and wife of Lawrence , in the County of Douglas . and State of Kansas part ies of the first part, and The Lawrence National Bank, Lawrence, Kansas . part y of the second part. Witnesseth, that the said part ies of the first part, in consideration of the sum of to them duly paid, the receipt of which is hereby acknowledged, ha ve. sold, and by this indenture GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the following described do real estate situated and being in the County of Douglas and State of Kansas; to-wit: Lot Twenty (20), and the South Half (S_2^1) of Lot Twenty-one (21), in Block Sixteen (16), in Lane Place Addition, an Addition to the City of Lawrence, Kansas. Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder. with the applittenances and all the estate, title and interest of the said part ies of the first part therein. And the said part 188 of the first part do hereby covenant and agree that at the delivery hereof they a rehe lawful owner 5 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, 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 ies 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 \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 **its** interest. And in the event that said part **ies** of the first part shall fail to pay such axes when the same become due and payable. To keep said premises insured as herein provided, then the part \mathbf{y} of the second part may pay said axes 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. d and 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 a certain written obligation for the payment of said sum money, executed on the - 6th day of November 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 and part 108 of the first part thall fail to pay the same as provided in this indenure. 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 of any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real scatta either on the same become thus and payable, or if the instrume is not kept up, as provided, herein, or if the buildings on said real scatta either on the same become thus and payable, or if the instrume is not kept up, as provided, herein, or if the buildings on said real scatta either on the same become thus and payable, or if waste is committed on said premises, then this convergance 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 noties, and it shall be lawful for the said party of the second part to have a receiver appointed to collect the rents and benefits accuing thereform, and tor sail the tempione sail the remines hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to remain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there the, shall The main and when the part \mathbf{y}_{-} making such sale, on demand, to the first part $\mathbf{1eg}_{+}$ is account thereto, and the overplus, if any therebe, shall be paid by the part \mathbf{y}_{-} making such sale, on demand, to the first part $\mathbf{1eg}_{+}$ is account when the part \mathbf{y}_{-} making such sale, on demand, to the first part $\mathbf{1eg}_{+}$ is account of the part \mathbf{y}_{-} making such sale, on demand, the terms and provisions of this indentifies and each and every obligation therein contained, and all benefits accounts therefore, shall extend and inner to, and be obligatory upon the height executors, administrators, personal representatives, assigns and successers of the respective parties hereto. In Witness Whegeof, the part 188 of the first part ha Ve, berpunto set and seal 5 the day and year last above written. their . hand 8 uthing Juse (SEAL) essie m. I (SEAL) (SEAL) STATE OF KANSAS COUNTY OF Doug las 6th day of November A. D. 1953. Be It Remembered, That on this Notary Public before me, a in the aforesaid County and State, came Arthur Fritzel and Jessie M. Fritzel, husband and wife 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 Yoward (Dscmay Notary Public March 18 ... 54 Larold a. Beck Register of Deeds

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