

51052

BOOK 105

MORTGAGE

THIS INDENTURE, made this 15th day of November 1953 between Roy Weckworth and Ada V. Weckworth, husband and wife, of Lawrence, in the County of Douglas, State of Kansas, of the First Part, and Lucile D. Kenton of Lawrence, in the County of Douglas, State of Kansas, of the Second Part.

WITNESSETH, that the said Parties of the First Part, in consideration of the sum of Three Thousand Three Hundred Fifty and no/100 (\$3350.00) Dollars to them duly paid, the receipt of which is hereby acknowledge, have sold and by these presents do grant, bargain, sell and mortgage to the said Party of the Second Part, her heirs and assigns, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots Numbered Twenty-two (22) and Twenty-four (24) on the South side of Elliott Street, in Block Number Thirty-eight (38), in that part of the City of Lawrence known as West Lawrence.

with all the appurtenance, and all the estate, title and interest of the said Parties of the First Part therein, and the said Parties of the First Part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all former grants and encumbrances.

Parties of the First Part shall pay all taxes and assessments levied on the said real estate as the same become due and payable; and should they fail so to do, the Party of the Second Part may pay such taxes and assessments, and any penalty thereon, which the Parties of the First Part shall pay to the Party of the Second Part upon her demand with interest thereon at the rate of 10 per cent per annum.

Parties of the First Part shall keep the improvements on the above described real estate insured from loss by fire and other hazards in a sum of not less than \$3350.00 in a standard insurance company, with a loss payable to the Parties as their interest may appear, and shall file proof of such insurance with Party of the Second Part; and should they fail so to do, the Party of the Second Part may pay the premium or premiums of such insurance, which premium or premiums Parties of the First Part shall pay to the Party of the Second Part upon her demand with interest thereon at the rate of 10 per cent per annum.

This grant is intended as a mortgage to secure the payment of the sum of Three Thousand Three Hundred Fifty and no/100 (\$3350.00) Dollars according to the terms of one certain note this day executed and delivered by the said Parties of the First Part to the said Party of the Second Part and this conveyance shall be void if such payments be made as herein specified. But if default be made of any payment of principal and interest on said note as the same becomes due and payable, or in payment of taxes and assessments, or if Parties of the First Part fail to maintain insurance as herein agreed, then this conveyance shall become absolute, and the whole amount of unpaid principal and accrued interest thereon, and unpaid taxes and assessments shall become due and payable it shall be lawful for the said Party of the Second Part, her heirs and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to pay taxes, and to retain to herself the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus if any there be, shall be paid by the Party making such