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51926 BOOK 106
MORTGAGE (No. 52K) Boyles Legal Blanks—CASH STÄTIONERY CO.—Lawrence, Kansas
This Indenture, Made this 10th dayof April 1954 between Francis J. Skinner and Barbara Skinner, husband and wife
of Lawrence and State of Kansas and State of Kansas part less f the first part, and The Lawrence Building and Loan Association
part y of the second part.
Witnesseth, that the said part 19.9 of the first part, in consideration of the sum of Thirty-Five Hundred and no/100
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
All Lots in Blocks Eighty-six (86), Eighty-seven (87), One
hundred twenty (120) and One hundred twenty-one (121), in
the City of Eudora
with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said part 185 of the first part do hereby covenant and agree that at the delivery hereof. the YRTE the lawful owner S of the premises above granted, and seized of a good and indefessible 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 1.9.8 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 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. J. of the second part, the loss, if any, made payable to the part. J. of the second part to the extent of 1.18.8 interest. And in the event that said part 1.9.8 of the first part shall fall to pay such taxes when the same become due and payable or to keep asid premises insured as herein provided, then the part J. 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.
until fully repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of
according to the terms of ONA certain written obligation for the payment of said sum of money, executed on the 10th day of APT1 1954, and by 115 terms made payable to the part. To 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. 19.8 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. I default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real state 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 real state 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 position and it shall be funded for
the said part. Y. 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 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 part. Y making such sale, on demand, to the first part. 10.8
It is egreed 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 finure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
In Winess Whereof, the part 1.0.8 of the first part he VO hereunto ser their hand 8 and seel 8 the day and year less above written.
Barbara Skinner (SEAL)
(SEAL)
GEAL

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