

54410 BOOK 108

MORTGAGE

(No. 52K)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this Fifteenth day of December, 1954 between  
Louise Withers, a widow,

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

part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of  
Five Hundred and No/100 ----- DOLLARS  
her  
to ----- duly paid, the receipt of which is hereby acknowledged, has 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:

Beginning Sixty (60) feet North of the Southeast corner of Block Six (6),  
in that part of the city of Lawrence, Douglas County, Kansas, known as South  
Lawrence; thence West one Hundred Twenty-Five (125) feet; thence North Sixty (60)  
feet; thence east One Hundred Twenty-Five feet; thence South Sixty (60) feet to  
place of beginning in the city of Lawrence, being parts of Lots ten (10) and  
eleven (11) in said Block Six (6).

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.

And the said part Y of the first part do ES hereby covenant and agree that, at the delivery hereof, she is the lawful owner

of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,  
except \$500.00 recorded in Book 108 at Page 230 of Mortgages of Douglas County, Kansas.

and that she will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y 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 she 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its  
interest. And in the event that said part Y 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 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 rate of 10% from the date of payment  
until fully repaid.

THIS GRANT is intended to secure the payment of the sum of  
Five Hundred and No/100 ----- DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the Fifteenth  
day of December, 1954 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  
the said part Y 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 the taxes on said 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  
real estate 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 part Y of the second part  
to 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  
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 part Y making such sale, on demand, to the first part Y.

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 Y of the first part has hereunto set her hand and seal the day and year  
last above written.

Mrs Louise Withers (SEAL)  
(SEAL)

STATE OF Kansas  
Douglas COUNTY, SS

BE IT REMEMBERED, That on this 15th day of December A. D. 1954  
before me, Notary Public  
came Louise Withers, a widow,

to me personally known to be the same person who executed the foregoing instrument 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.

My Commission Expires April 17, 1956

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Notary Public



Recorded December 16, 1954 at 1:10 P.M.  
I, the undersigned, being of the within mortgage, I hereby acknowledge the same and certify that the same is a true and correct copy of the original as the same was filed in the office of the Register of Deeds for the County of Douglas, Kansas, on the 15th day of December, 1954.  
(Signature)  
Notary Public

This release  
as written  
in the  
notary  
book  
this  
of  
1954  
at  
Lawrence, Kansas  
Notary Public