55089 Book 108 MORTGAGE (No. 52K) Boyles Legel Blanks-CASH STATIONERY CO .- Lawrence, Kans . This Indenture, Made this ______ 18 th _____ day of February Bill ______ 19 55 between Robert Cope Embers and Ruby Grace Embars, husband and wife of Lawronce , in the County of Douglas and State of Mansas part 10 cof the first part, and The Lawrence Luilding and Loan Association Witnesseth, that the said parties....of the first part, in consideration of the sum of Five Thousand Dollars and no/100 - - - - - - - - - - - - - - - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do...... GRANT, BARGAIN, SELL and MORTGAGE to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Commencing at the South East corner of the South West Quarter of the South East Quarter of Section o No. Nineteen (19), Township No. Twelve (12) of Fange Twenty (20), thence West 10 rods, thence North 40 rods, thence East 16 rods, thence South 40 rods to beginning, containing 4 acres. with the appurtenances and all the estate, title and interest of the said part 10% of the first part therein. And the said part 10.2 of the first part do _____ hereby covenant and agree that at the delivery hereof they and he lawful owners 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 werrant and defend the same against all parties making lawful claim th It is agreed between the parties hereto that the part 105 of the first part shall at all times during the life of this indenture, pay all taxes THIS GRANT is intended as a mortgage to secure the payment of the sum of Pive Thousand Dollars and no/100 DOLLARS, according to the terms of $\frac{000}{100}$ certain written obligation for the payment of said sum of money, executed on the 18 th day of February 19.55, and by 1ta terms made payable to the part y of the accord 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. J. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the en that said part 10.8. of the first part shell 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 read estate are not paid when the same become due and payable, or if the insurance its not kept up, as provided herein, or if the buildings on said read 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 matter and become due and payable it the option of the holder hereor, without notice, and it shall be leaving for the said part. V of the second part. 2° 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 thereform 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 take 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, 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 larure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and accessors's of the respective parties, hereto. in Wherea Whereat, the part 10.2... of the first part ha NO. hereanto set thoir hand 5. and seel 5. the day and year last above willies... Robert Dane Embers (SEAU) by Shace Embers (SEAU) (SEAL) (SEAL)

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