

60609 BOOK 113

## MORTGAGE

(No. 524)

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

This Indenture, Made this fourth day of August, 1956 between  
Kansas Chapter of Triangle, a Kansas corporation,

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

Witnesseth, that the said party Y of the first part, in consideration of the sum of  
Six thousand and no/100 DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, he W sold, and by  
 this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party Y of the second part, the  
 following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

The North 9/20ths of Lot 10, Block 2, less the East 3 feet thereof; the South 1/2 of Lot 11  
 Block 2, less the East 3 feet thereof and all that part of Lot 11, Block 2 described as  
 follows: to-wit: Beginning at a point on the West line of said Lot 11 that is 26 feet  
 South of the Northwest corner of said lot; thence East 117 feet; thence South 24 feet;  
 thence West 117 feet; thence North 24 feet to the place of beginning, all in Ord  
 Addition to the City of Lawrence, Douglas County, Kansas.

"This instrument is made subject to and conveys all interest of grantors in and to the  
 driveway agreement recorded in Book 131, at page 577."

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

And the said party Y of the first part do W hereby covenant and agree that at the delivery hereof it is the lawful owner  
 of the premises here granted and being a good and lawfully owned estate of inheritance therein, free and clear of all incumbrances except  
Mortgage to the First National Bank of Lawrence, Lawrence, Kansas, for \$12,000.00 recorded  
in Book 111 of Mortgages at page 136 in the office of the Register of Deeds, Douglas  
County, Kansas, 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 party 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 it will  
keep the Indenture Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of its  
 interest. And in the event that said party 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 party 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 as a mortgage to secure the payment of the sum of six thousand and no/100 DOLLARS.

according to the terms of Q18 certain written obligation for the payment of said sum of money, executed on the fourth  
 day of August, 1956, and by its terms made payable to the party 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 party 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 party 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 party 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  
 return the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be,  
 shall be paid by the party Y making such sale, on demand, to the first party 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  
 interests therein, shall extend and run to, and be obligatory upon the heirs, executors, administrators, personal representatives,  
 assigns and successors of the respective parties hereto.

In Witness Whereof, the party Y of the first part has its hand and seal the day and year  
first above written.



Kansas Chapter of Triangle (SEAL)  
a Kansas corporation (SEAL)

By Charles H. Hinkle (SEAL)

By Ray Johnson (SEAL)

Ray Johnson, Treasurer