## 61067 BOOK 113

MORTGAGE Hase (Ne. 52K) Boyles Legal Blanks-CASH STATIONERY CO.-Lawrence, Kansas

- 1 - and La .....

This Indenture, Made this 23rd day of October , 19 56 between Allen L. Moore and Dorothy J. Moore, husband and wife

of Lawrence , in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

part y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Four Thousand Eight Hundred and no/100 - - - - - - - - - - - - - - DOLLARS

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:

> Lot Twelve (12) in Block Three (3) in Town and Country Addition, an Addition to the City of Lawrence, as shown on the recorded plat in Plat Book 4, Page 38, recorded the 4th day of April, 1956.

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder. - t.a.

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

And the said part 185 of the first part do hereby covenant and agree that at the delivery hereof they arohe lawful owners of 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 warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part 185 of the first part shall at all times during the life of this indenture, pay all taxes

In assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that there are the buildings upon said real estate insured against fire and torsado in such same and by such insurance company as shall be specified and reset. And in the event that said part  $g_0$  of the first part shall fail to pay such taxes when the same become due and payable, and that there is a specified and the event that said part  $g_0$  of the first part shall fail to pay such taxes when the same become due and payable or to keep paid shall become a part of the indebindness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment if fully resid.

ting to the terms of their certain written obligation for the payment of said sum of money, executed on the 23rd

day of October 19 56, and by their 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 that said part 188 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, at provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if wate 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

Every uses and pert 15 to take possession of the said premises and all the imp sents thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom and all the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such as leasn the amount then unpeld of principal and interest; together with the costs and charges incident thereto, and the overplus, if any there shall be paid by the part. y making such sale, on demand, to the first part. 188 ...

It is egreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all energies accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, signs and successors of the respective parties hereto.

hand S and seals the day and year Collen L. Moore ..... (SEAL) (SEAL) Darsthy J. Mosie (SEAL) Dototing J. Moote (SEAL) (SEAL)