

MORTGAGE

55764 Book 110

(No. 52K)

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

This Indenture, Made this 12th day of July, 1955 between

Nellie B. June, a single woman

of Lawrence, in the County of Douglas and State of Kansas
party of the first part, and The Lawrence Building and Loan Association
party of the second part.

Witnesseth, that the said part 7 of the first part, in consideration of the sum of

Fourteen hundred and no/100 ----- DOLLARS
to her ----- duly paid, the receipt of which is hereby acknowledged, has sold, and by
this indenture does 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 ----- and State of
Kansas, to-wit:

Lot One hundred and thirty (130) on Rhode Island Street
in the City of Lawrence, Douglas County, Kansas

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

And the said party 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,

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 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 Fourteen 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 12th day of July 1955, 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 that 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 not made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate be 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 contents thereof, and to sell the same, and to convey the same to whomever he may think fit, and the proceeds of the sale of the same shall be applied to the payment of the sum so provided in this indenture.

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 for by law and to have a receiver appointed 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 x.....

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.

Nellie B. Jones (SEAL)

STATE OF Kansas }
Douglas COUNTY, } ss



BE IT REMEMBERED, That on this 12th day of July A. D., 1955
before me, a Notary Public in the aforesaid County and State
came Nellie B. June, a single woman

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 21 19 58

L. E. Eby
Notary Public

Notary Public