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

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

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part y of the second part. Witnesseth, that the said partLes of the first part, in consideration of the sum of

Seven Ehousand and No/100.....DOLLARS to them guly paid, the receipt of which is hereby acknowledged, have 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:

Lots 11 and 12 (eleven and Twelve) in Block Sixteen (16), in Lane Place Addition, and addition to the City of Lawrence, Douglas County, Kansas

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.

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

And the said part 108... of the first part do hereby covenant and agree that at the delivery hereof they are the 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 spreed between the parties hereto that the partICB 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 they 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of **their** interest. And in the event that said part LBB. 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 unit fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seven Thousand and No/100......DOLLARS, scording to the terms of **a** certain written obligation for the payment of said sum of money, executed on the 5th

day of August. 19.55, and by 11.8 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

And this conveyance shall be void if such payments be made as berein specified; and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any bbligation created thereby, or interest thereon, of if the taxes on said real estate are not paid when the same begome 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 at 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 obligation; provided for in said written obligation, for the security of which this indenture is given, shall immediately meture and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for-

shall be paid by the party making such sale, on demand, to the first parties

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 105 of the first part ha Ve. hereunto set their hand 8 and seal 8 the day and year last above written.

Jack A. Richards (SEAL) Lattle D. Alchards (SEAL) Bernedette L. Richards (SEAL) reli Benidette (SEAL)