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5.114 Book 110 MORTGAGE (No. 52K) Boyles Legal Blanks-CASH STATIONERY"CO.-Lawrence, Kans This Indenture, Made this 8th day of August, , 19.55 between Fred R. Isaacs and Mary B. Isaacs, husband and wife of Lawrence, , in the County of Douglas and State of Kansas party of the first part, and The Lawrence National Bank, Lawrence, Kansas part of the second part. Witnesseth, that the said part ies ... 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, have sold, and by this indentire 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 No. Twenty-Eight (28) on Kentucky Street, in the City of Lawrence + Sugar 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 parties of the first part therein. And the said parties 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 indefeatible estate of inheritance therein; free and clear of all incumbrances. 6 and that they will warrent and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this indente and essessments that may be levied or assessed against said real estate when the same becomes due and payable, and that **they will** taxes the buildings upon asid real estate insured against fire and torade in such as and and by such insurence 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 **Lhein** interview of the second part, the loss, if any, made payable to the part y... of the second part to the extent of **Lhein** and permises insured as herein provided, then the part y... of the second part may pay asid taxes and insurance, one 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 will fully repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand and No/100 cording to the terms of ODE certain written obligation for the payment of said sum of money, executed on the 8th day of August, 1955, and by 1ts terms made payable to the part y of the second part, with all interest according to the terms of said obligation and also fo secure any sum or sums of money advanced by the t and but conveyance shall be void if such payments made as provided in this totemote: And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully dis default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on is also are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the taxes on is lastice 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 I state 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 I the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this is is the area of the option. to take possession of the second part. The said part **y** to take possession of the said premises and all the imp ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accuing therefrom and sail the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arting from such as reals the any unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there 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 168 of the first part have hereunto set their hands and seal 8 the day and year Thered R. Walter SOACT (SEAL) (SEAL) Mary B. Isaacs (SEAL) (SEAL) 125

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