

57490 Book 110

MORTGAGE

(No. 52K)

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

This Indenture, Made this 6th day of September, 1956 between
Russell C. Mills and Margaret M. Mills, husband & wife

of Lawrence R#4, in the County of Douglas and State of Kansas
part 1a of the first part, and The Lawrence National Bank, Lawrence, Kansas
part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of FIFTY SEVEN HUNDRED & no/100 * * * * * DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do 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:

Beginning at the Southeast corner of Section 35, Township 12 South Range 19 East of the Sixth P. M.; thence West along the South line of said Section 40 rods; thence North parallel with the East line of said Section 20 rods; thence East parallel with the South line of said Section 40 rods to the East line of said Section; thence South along the East line of said Section 20 rods to the point of beginning, less Highway.

Including all 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.

And the said part 188 of the first part do hereby covenant and agree that at the delivery hereof they are 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 they will warrant and defend the same against all parties making lawful claim thereto

It is agreed between the parties hereto that the party 103 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 102 of the second part, the loss, if any, made payable to the party 103 of the second part to the extent of its interest. And in the event that said party 101 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 102 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 FIFTY SEVEN HUNDRED & no 100 — * * * DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of September 1955, and by its terms made payable to the party 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 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 parties 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 be discharged. If default be made in such payments or if an 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 and other improvements on the 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 its agents or assigns to take possession of the said premises and all the improvements 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 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 party Y making such sale, on demand, to the first party 108

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 100 of the first part ha^{ve} hereunto set their hand s and seal the day and year last above written.

Russell C. Mills (SEAL)
Margaret M. Mills (SEAL)
(SEAL)

STATE OF Kansas }
 } ss
 Douglas COUNTY }

BE IT REMEMBERED, That on this 9th day of September A. D., 1955 before me, a Notary Public in the aforesaid County and State came Russell C. Mills and Margaret M. Mills, husband and wife.

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.

March 18th 1958

Howard Wiseman
HOWARD WISEMAN Notary Public