

Kansas Mortgage

This Mortgage, Made this Twenty Sixth day of September in the
year of Our Lord One Thousand Nine Hundred Fifty-Five by and between Kathryn E.

Dimery and Stephen A. Dimery, *his wife* of the County
of Douglas and State of Kansas part ies of the first part, and
The Peoples Bank of Kansas City, Missouri part y of the second part,

WITNESSETH: THAT SAID PART IES OF THE FIRST PART, for and in consideration of
the sum of One Thousand Forty One and 12/100----- DOLLARS,
to in hand paid by the said part of the second part, the receipt whereof is hereby
acknowledged, ha granted, bargained, sold and conveyed, and by these presents do grant,
bargain, sell and convey unto the said part of the second part, and to heirs and
assigns forever, all of the following described tract, piece, and parcel of land lying and situate
in the County of Douglas and State of Kansas, to-wit:

Lot 149 on New Jersey Street in the original townsite of Lawrence
OF LAWRENCE, Douglas County, KANSAS

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging,
unto the said part y of the second part, and to its heirs and assigns forever, provided always, and this instru-
ment is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Kathryn E. Dimery and Stephen A. Dimery
the said part of the first part ha ve this day made, executed and delivered to the said part y of the second
part, a promissory Note of even date herewith, by which copy of which is hereto attached: promise to pay to the said

received or order, for value
due 19 with interest from DOLLARS,
per cent per annum, payable semi-annually, as evidenced by to maturity at the rate of

for the sum of \$ each, falling due on the days of and in each year, both
principal and interest notes are payable at
and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, if the said first parties
shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon,
according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money
or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that
case, the whole of said sum and interest shall, at the option of said part y of the second part or assigns, by virtue
of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or
may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time
when the same are by law made due and payable, then in like manner the said note, and the whole of said sum
shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the pay-
ments herein provided for, the part y of the second part, its heirs, executors, administrators and assigns, shall
be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mort-
gage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in
satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said part leg of the first part,
its heirs and assigns, and all persons claiming under it, at which sale, appraisement of said property is
hereby waived by said part leg of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State
of Kansas are hereby waived by said part leg of the first part. And the said part leg of the first part shall and will
at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and
charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands,
insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount
of One thousand Dollars, for the benefit of the said part y of the second part
or his assigns; and in default thereof said part y of the second part may at his option effect such insurance in its
own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional
lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which
sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part leg of the first part hereby covenant and agree that at the delivery hereof said
they were the lawful owner of the premises above
granted and seized of a good and inde feassible estate of inheritance therein, free and clear of all incumbrance and
that they will Warrant and Defend the same in the quiet and peaceable possession of said part y of the second
part heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said part leg of the first part ha veth unto set their hand s the day
and year first above written.

Executed and delivered in presence of

Stephen A. Dimery
Kathryn E. Dimery