

57924 Book 111

MORTGAGE

(No. 52K)

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

This indenture, Made this 27th day of October, 1955, between Raymond Leroy Anderson and Hazel Katherine Anderson, husband and wife

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

Witnesseth, that the said parties of the first part, in consideration of the sum of \$10,000.00 Ten Thousand and 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:

Lot Fifty-Two (52) on New Hampshire Street in the City of Lawrence, Kansas; Also, Lot Ninety-Eight (98) on Vermont Street, in the City of Lawrence, Kansas; Also, Lot Thirty-Three (33) on New York Street, less the North Three (3) feet and Nine (9) inches of the East Eighty-Five (85) feet thereof; and beginning at the Southwest corner of Lot Thirty-One (31) on New York Street; thence North Ten (10) feet; thence East Thirty-Two (32) feet; thence South Ten (10) feet; thence West Thirty-Two (32) feet to the point of beginning all in the City of Lawrence, 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 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 indefeasible estate of inheritance therein free and clear of all incumbrances, except our own 1st mortgages as follows: on Lot 52, Mortgage dated June 30th, 1953 for \$7,000.00 on lot 98 on Vermont Street, Mortgage dated Feb. 23, 1955 for \$6,000.00 and on lot 33 & lot 31, less portions, on New York Street, mortgage dated Sept. 6, 1954 for \$4,000.00.

It is agreed between the parties hereto that the parties 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 become 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 the D.O.S.I. interest. And in the event that said parties 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 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 Ten thousand and no/100 (\$10,000.00) DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 27th day of October, 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 the conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, 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 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 of the second part to take possession of the said premises and all the improvement 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the first party.

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 their heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part hereunto set their hands and seal on this 27th day and year last above written.

Raymond Leroy Anderson (SEAL)
Raymond Leroy Anderson
Hazel Katherine Anderson (SEAL)
Hazel Katherine Anderson (SEAL)