

59655 Book 112

## MORTGAGE

(No. 52K)

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

This Indenture, Made this 24th day of May, 1956 between  
Verna A. Terrell

of Eudora, in the County of Douglas and State of Kansas  
party of the first part, and Edward H. Thoren and Etta C. Thoren, husband and wife  
parties of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of  
Seventeen Hundred and No/100.....DOLLARS  
to her.....duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lot Eight (8) and North One-Half (N $\frac{1}{2}$ ) of Lot Nine (9), Block Two Hundred Seventeen  
(217), in the City of Eudora, Kansas

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is 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,  
except a first mortgage for \$5,000.00 to J. C. Hemphill, Lawrence, Kansas on this same  
date (5-24-56) and that she will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 she 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 party 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 parties 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 Seventeen Hundred and No/100.....DOLLARS,  
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 24th  
day of May, 1956, and by its terms made payable to the parties 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 parties 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 party 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 fully discharged.  
If default be made in such payments or any part thereof or any 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 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 parties of the second part to take possession of the said premises and all the improve-  
ments 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 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 the heirs, executors, administrators, personal representatives,  
assigns and successors of the respective parties hereto.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year  
last above written.

Verna A. Terrell (SEAL)  
Verna A. Terrell

(SEAL)

(SEAL)

(SEAL)

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