

60913 BOOK 113

MORTGAGE

(No. 52K)

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

This Indenture, Made this .....4th..... day of .....October....., 1956, between  
David L. Harris and Georgia V. Harris, his wife,

of .....Lawrence....., in the County of .....Douglas..... and State of .....Kansas.....  
parties of the first part, and J. C. Hemphill.....  
.....part Y..... of the second part.

Witnesseth, that the said parties..... of the first part, in consideration of the sum of  
Two Thousand (\$2,000.00)..... 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 Sixteen (16) in Frazier's Subdivision of a part of Addition  
Four (4) in that part of the City of Lawrence known as North  
Lawrence. (Also known as 332 Maiden Lane, Lawrence, Kansas); and,

Commencing at a point on the East line of the Southeast Quarter  
(SE $\frac{1}{4}$ ) of Section Eight (8), Township Thirteen (13) South, Range  
Twenty (20) East of the 6th P.M. Sixteen (16) rods North of the  
Southeast corner of said Southeast Quarter (SE $\frac{1}{4}$ ), thence North  
on said quarter section line Eight (8) rods, thence West Twenty  
(20) rods, thence South parallel with said quarter section line  
Eight (8) rods, thence East Twenty (20) rods to the place of  
beginning, containing one acre more or less, subject to public  
highway.

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 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except  
first mortgage of \$2,000.00 dated May 15, 1956, recorded May 16, 1956, in Book 112 of Mortgages  
at page 381 from David L. Harris and Georgia V. Harris, his wife, to J. C. Hemphill  
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 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 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..... of the second part, the less, if any, made payable to the party..... of the second part to the extent of..... this  
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 Two Thousand (\$2,000.00)..... DOLLARS.

according to the terms of..... one..... certain written obligation for the payment of said sum of money, executed on the..... 4th  
day of .....October....., 1956, 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 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 party..... 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 surplus, if any there be,  
shall be paid by the party..... making such sale, on demand, to the first parties.....

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 parties..... of the first part have..... hereunto set..... their..... hands..... and seals..... the day and year  
last above written.

David L. Harris..... (SEAL)  
Georgia V. Harris..... (SEAL)  
Georgia V. Harris..... (SEAL)  
..... (SEAL)

for Federal Release see Book 113 page 20