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Reg. No. 13,093 (No. 52K) Boyles Legal Blanks-CASH STATIONERY CO.-Lawrence, Kansas Name of MORTGAGE twentieth day of February ; 19 57 between This Indenture, Made this Allyn J. Underwood and Betty Smith Underwood, his wife, and Hobert T. Schwanzle and Betty June Schwanzle, his wife, and State of of Lawrence ; , in the County of Douglas part iesof the first part, and The First National Bank of Lawrence, Lawrence, Kansas, part y of the second part. Witnesseth, that the said part ies of the first part, in consideration of the sum of Thirty thousand and no/100 - - - - - - - - - - - - - - - - (\$30,000.00) 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 part y \_\_\_\_\_ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lots two (2), four (h) and six (6) on Massachusetts Street, subject to the Right of Way of Railroad over a part of said Lot 2, in the city of Lawrence with the appurtenances and all the estate, title and interest of the said part 100 of the tirst part therein. And the said part ICS for the first part do hereby covenant and agree that at the delivery hereof they are he lawful owners of the premises shows granted and jeized of a good and indefeasible estate of inheritance therein, free and clear of all incombrance, except mortgage of Allyn J. Underwood and Betty Smith Underwood, his wife, and Robert T. Schwan and Betty, June Schwanzle, his wife, to City National Bank, and Trust Company, Mansas City Douglas Co. RS., It is agreed between the parties hereto that the part 125 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 solid real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against. Fire and tonsade in such sum and her by such insurance company as shall be specified and directed by the part Y. of the second part, the load is favored as herein provided, then the first part shall fail to pay such taxes when the same becomes due and payable, and that they will interest. And in the event that said part. If S of the first part shall fail to pay such taxes when the same become due and payable or to keep the part Y. of the second part to the extent of ILS interest. And in the event that said part 18S 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 part Y of the second part may pay said taxes and insurance, or eight, and the amount to paid shall become a part of the indebtedness, tecured 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 "Thirty thousand and no/100 ------according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the twentieth day of February, 19.57, and by its terms made payable to the pert y 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 part . y 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 part IES 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 berein specified, and the obligation cohlained therein fully dicharged. If default be made in such payments or any part thereof or any obligation created hereby, or interest thereon, or if the taxes on said real entries 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 pool repair as they are now, or if wate is committed on said vertice obligation, for the security of which this inductive and the whole sum remaining unpaid, and all of the obligation provided from and written obligation, for the security of which this inductive 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 part Y of the second part the said part Y to take possistion 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 thereform, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys artifug 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 part. y making such sale, on demand, to the first part 105. It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all anofits accruing therefrom, thall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives signs and successors of the respective parties hereto. In Wilness Whereof, the part ISS of the first part ha VC hereonto set last above written. their hand. S and seal S the day and year SILL Underwood (SEAL) alle Allyp (SEAL) Betty June Schwanzle KANSAS STATE OF SS. DOUGLAS COUNTY. BE IT REMEMBERED, That on this 25th February, day of A. D., 19.57 Notary Public in the aforesaid County and State before me, a NOUBLY FUELIC in the aforesaid County and State came Allyn J. Underwood and Betty Smith Underwood, his wife, and STARY Robert T. Schwanzle and Betty June Schwanzle, his wife, 244 to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the execution of the same. UBLIC IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day a year last above written. My Commission Expires Apr 11 17, Kelvin Hoover, 19 60. C. C. 7.24 Notary Public Register of Deeds Trald