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## 62380 . BOOK 115

MORTGAGE (Ne. 52K) Boyles Legal Blanks-CASH STATIONERY CO.-Lawrence, Kansas

H the

This Indenture, Made this 8th. day of April , 19 57 between J. E. Hughes and Dolly Hughes, his wife

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

, part y of the second part.

Witnesseth, that the said part les of the first part, in consideration of the sum of 

- - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha <sup>ve</sup> 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:

## Lot Number One Hundred Twenty Six (126) on New Jersey

## Street, in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said periles of the first part do hereby covenant and agree that at the delivery hereofthey are the lawful ownes

of the premises above granted, and seized of a good and indefessible estate of inheritance therein; free and clear of all incumbrances, No exceptions

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 part 188 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 eatate when the same becomes due and payabla, and that Lhey will taxes taxes the buildings upon said real estate insured against said real eatate when the same becomes due and payabla, and that Lhey will directed by the part  $X_{-}$  of the second part the loss. If any, made payable to the part  $Y_{-}$  of the second part to the extent of LbBinterest. And in the event that said part 1.08, of the first part shall fail to pay such taxes when the same become due and payable to be part  $M_{-}$  of the second part to the extent of LbBand premises insured as herein provided, then the part  $Y_{-}$  of the second part may pay said taxes and insurance, or either, and the amount to 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 and fully repaid.

ccording to the te rms of a certain written obligation for the payment of said sum of money, executed on the 8ths

day of April 19 57, and by 115 terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of taid obligation and also to secure any sum or sums of money advanced by the

that said part 105 ... 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 deguit be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real eriste are not paid when the same become due and payable, or if the insurance is not kept in as good repair as they are now, or if wate is committed on said premises, then this conveyance shall become abilities and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this inderfure is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lewful for

It is all part Y of the second part. Its agents or assignment in explore the table possession of the said premises and all the improvements thereas in the more previded by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sail the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arting from such sale to sail 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 J 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 enefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, signs and auccessors of the respective parties hereto.

In Winness Whereof, the part 105 of the first part ha VO hereunto sat their hand 5 and seal the day and year

5. Hughes (SEAL) J. Hughes J. E. Hughes (SEAL) Dolly Hughes (SEAL) (SEAL) (SFAIL)

ATE OF Kansas	
Douglas	
N.F.	BE IT REMEMBERED, That on this 8ths day of April A. D., 19.
	before me, a NOLARY Public in the standid of the
TANTOM	came J. E. Hughes and Dolly Hughes, his wife
	A Margin and the Annual assessment of the second of the se
" UBL'	to me personally known to be the same person. B who executed the foregoing instrument and du acknowledged the execution of the same.
	IN WITNESS WHEREOF, I have herson to subscribed my name, and affixed my official seal on the day a year last above written.
A LANGE AND A REAL OF A	

Brold U.

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. (Corp Seal)