63350 BOOK 116

Boyles Legal Blanks--CASH STATIONERY CO.-Lawrence, Kenses (No. 52K)

August. . 1957 between lst day of This Indenture, Made this Delmar Gravitt and Mildred E. Gravitt, 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

party of the second part.

Reg. No. 13,141 Fee Paid 13.75

Witnesseth, that the said parties ... of the first part, in consideration of the sum of

Fifty-Five Hundred 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:

Lots Nos. Seventy-Eight (78), and Eighty (80) on the South side of Pinkney Street (now known as Sixth Street) in Block No. Fifty-Five (55) in that part of the City of Lawrence, known as West Lawrence, in Douglas County, 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 lewful owner S of the premises above granted, and seized of a good and indefeasible 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 105 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 exter when the same becomes due and psychle, and that they will takes keep the buildings upon said real exter hund against fire and tornado in such runs and by such insurance company as shall be specified and directed by the part y. of the second part, the loss, if any, made payable to the part y. of the second part to the extent of the the interest. And in the event that said partings of the first part shall all to pay uso that same become due and psychle or to keep said premises insured as harein provided, then the party of the second part may pay said takes and insurance, or either, and the amount to paid hall 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 Fifty-Five Hundred and No/100 ... DOLLARS.

rding to the terms of _____ certain written obligation for the payment of said sum of money, executed on the ______lst

of August, 1957 , and by 1.50 terms made payable to the party of the second with all interest according 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 2.03 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 real state are not paid when the same become due and payable, or if the in surange, is not kept up, as provided herein, or if the buildings on said real state are not paid when the same become due and payable, 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 disting. In 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 impro-ment thereof in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and sail the premises hereby granted, or any part thereof, in the manner preacribed by law, and out of all moneys arising from puch sale retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplux, if any there shall be paid by the party making such sale, on demand, to the first parties

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BE IT REMEMBERED, That on this 1st before me, J. Underwood

year last above written.

and duly acknowledged the execution of the same.

COUNTY.

selon expires September 18th, 19 58

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 acround 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 Winess Whereof, the parties of the first part he VB hereunto set their hand S and seal S the day and year

lst

· Carda Delmar Gravitt (SEAL) (SEAL) utidred & Gravilla with (SEAL) (SEAL)

day of August,

before me, J. Underwood , a Notary Public in and for said County and State, came Delmar Gravitt and Mildred E. Gravitt

IN WITNESS WHEREOF, I have hereufito subscribed my name and affixed my official seal on the day and

personally known to be the same person & who executed the foregoing instrument of writing,

STATE OF

Kansas

NOTARI

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Douglas

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J. Underwood

Notary Public

A. D. 19. 57