Reg. No. 13,145 Fee Paid \$7.00

63363 BOOK 116

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

Aller and and

, 19 57 between lat. day of Aug. This Indenture, Made this Maurice R. Carlson and Edna A. Carlson, busband and wife

and State of Kansas of Lawrence , in the County of Louglas part ies of the first part, and Ella Marie Krenzien

part y of the second part. Witnesseth, that the said part 100 of the first part, in consideration of the sum of

DOLLARS Twenty Eight Hundred Fifty and 100 -

to us duly paid, the receipt of which is hereby acknowledged, toxxxxxathxxatx by CRAINERX EXAMPLICATION X SEEKE SHOCK MORTGAGE to the said part y of the second part, the this indenture do following described real estate situated and being in the County of Douglas and State of

Kansas, to-will Beginning at a point 190 feet South of the Northeast AXXXXXX Gorner of the Northeast Quarter of Section 35, Township 12, Range 19; thence 240 feet west, thence South 157 feet; thence East 240 feet; thence North 157 feet to the point of beginning, in the City of Lawrence, Douglas County, Kansas.

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

ises above granted, and seized of a good and indefeasible estate of inharitance therein, free and clear of all incumbrances, Eubject of the p to a First Mortgage in the amount of \$8000.00 to the Lawrence Building and Loan Asen.,

Lawrence, Kaneas and ther they will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part 108 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 psyable, and that they keep the buildings upon said real estate insured against fire and tornado in Ying you and you says introduces some real as set to the same becomes the same second and the same second same set in the same becomes the same second same set in the same becomes the same second same set in the same becomes due and psyable or to keep said premises insured as berein provided, then the pert your 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 beer 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 32850.00. Twenty Eight Hundred Fifty and $\frac{100}{100}$ **-----

DOLLARS, ccording to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st.

day of June 19 57 , and by 118 terms made payable to the part V of the second part, with all interest accruing thereon according to the terms of sold obligation and also to recure any som or soms 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 108 _ 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 state 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 state are not kept in as goodrepair as they are now, or if waste is committed on taid premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligation 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 part. Y. of the second part their beirs or abeligns to take possession 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 therefrom; and sail the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there to shall be paid by the part Y making such sale, on demand, to the first part 108.

It is egreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all banelist accruing therefrom, shall extend and hours to, and be obligatory upon the heirs, executors, administrators, personal representatives, saligns and successors of the respective parties hereto.

La Winness Whereof, the part 188 ... of the first part ha VO hereunto set their hand 8 and seat 9 the day and year lait above written.

gland (SEAL) in Carlson (SEAL) (SEAL)

STATE OF KARAS SS. Douglas COUNTY. . d day of Anguest A. D., 1957 BE IT REMEMBERED, That on this manner before me, a Notary Fublic in the aforesaid County and State came Maurice R. Carlson and Edna A. Carlson, his wife NOTARL > * + to me personally known to be the same person β who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscrit d affixed profficial seal on the day and Hereichardson mmission Expires My Commission Expires Feb. 26, 1959 1 elbert Notary Public Harold a. Beck Register of Deeds

Abur 116 Recorded August 2, 1957 at 1:25 P.M.

By James Been