

64911

BOOK 117

## MORTGAGE

(52K)

Boyes Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 1st day of January, in the  
year of our Lord one thousand nine hundred and Fifty-seven between  
Kenneth R. Giffin and Irma M. Giffin, his wife

of Lawrence, in the County of Douglas and State of Kansas  
part ies of the first part, and Chris Kraft

part y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of  
Five Thousand and no/100 DOLLARS  
to Kenneth R. Giffin duly paid, the receipt of which is hereby acknowledged, ha ve 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 No. Seventeen (17), in Block No. Two (2)  
in Hillcrest Addition, an addition to The City of  
Lawrence, Douglas County, Kansas

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner s  
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except

Mortgage to Capitol Federal Savings and Loan Association Recorded  
in Book 107, Page 287 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 ies 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  
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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his  
interest. And in the event that said part ies 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 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 pay-  
ment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \_\_\_\_\_  
Five Thousand and no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st  
day of January 19 57, and by its terms made payable to the part 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 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 part y 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 overplus, if any there be, shall  
be paid by the part y making such sale, on demand, to the first part ies.

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 part ies of the first part have hereunto set their hand s  
and seal the day and year last above written.

Kenneth R. Giffin (SEAL)  
Kenneth R. Giffin (SEAL)  
Irma M. Giffin (SEAL)  
Irma M. Giffin (SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } SS.

Be It Remembered, That on this 19th day of November, A. D. 19 57,  
before me, a Notary Public in the aforesaid County and State,  
came Kenneth R. Giffin and Irma M. Giffin,  
his wife,  
to me personally known to be the same person s who executed the foregoing instru-  
ment and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official  
seal on the day and year last above written.



Ruby Hefner Notary Public  
My Commission Expires April 27 19 59

Harold A. Beck, Register of Deeds  
My Deed, Deputy