

65874

BOOK 118

MORTGAGE

(No. 52K)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this 15th day of May, 1958 between  
James Barclay Smith, a single man,

of Lawrence, in the County of Douglas and State of Kansas  
 party of the first part, and The First National Bank of Lawrence, Lawrence, Kansas  
 part y of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of  
Three Thousand Five Hundred and no/100 (\$3,500.00) DOLLARS  
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by  
 this indenture does 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:

Beginning 193.5 feet East of the intersection of the East line of Kentucky  
 Street and the South line of the Southwest Quarter of Section Thirty-One (31)  
 Township twelve (12) Range twenty (20), thence northerly 138 feet to a point  
 60.7 feet west of the west line of Vermont Street, thence East 60.7 feet to  
 the west line of Vermont Street, thence South along said West line of Vermont  
 Street 138 feet more or less to the South line of said Quarter section, thence  
 West 57.3 feet to the place of beginning, in the city of Lawrence,

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner  
 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 he will  
 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its  
 interest. And in the event that said party 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 party 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  
 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three Thousand Five Hundred and no/100  
 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the  
 day of May, 1958, and by its terms made payable to the party 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 party 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 party 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 party 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 party making such sale, on demand, to the first party.

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 party of the first part has hereunto set his hand and seal the day and year  
 last above written.

James Barclay Smith (SEAL)  
 James Barclay Smith

STATE OF KANSASDOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 15th day of May, A. D. 1958  
 before me, Kelvin Hoover, a Notary Public in and  
 for said County and State, came James Barclay Smith, a single man,

to me personally known to be the same person who executed the foregoing Instrument of writing,  
 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.

My Commission expires April 17, 1960.

Kelvin Hoover Notary Public

Recorded May 16, 1958 at 1:50 P.M.

Harold A. Beck, Register of Deeds  
 By Mike Wilson Deputy