Reg. No. 14,111

Fee Paid $13.75

66039 BOOK 118

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

This Indenture, Made this 5th day of June, 1958 between Ara E. Peterson, a single woman,

of Lawrence, in the County of Douglas and State of Kansas party of the first part, and The Lawrence Building and Loan Association part y of the second part.

Witnesseth, that the said part y of the first part, in consideration of the sum of Fifty-five hundred and no/100---------- DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es 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. Forty-seven (47) in Fairgrounds Addition, an Addition to the City of Lawrence, in Douglas County, Kansas,

The mortgagor understands and agrees that this is a purchase money mortgage.

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

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof she 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 she will warrant and defend the same against all parties making lawful claim thereto,

and that the said part y of the first part shall at all times during the life of this indenture, pay all taxes and assessments lawfully levied or assessed against said real estate when the same becomes due and payable, and that she will keep the buildings on said premises insured against fire and tornado in such sum and by such insurance company as shall be specified and approved by the mortgagee, and that in case of loss, if any, made payable to the part y of the second part to the extent of its interest, and if the part y of the first part shall fail to pay such taxes when the same become due and payable or to keep said buildings insured as aforesaid, then said part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall be a lien on said premises, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment

This conveyance is intended as a mortgage to secure the payment of the sum of Fifty-five hundred and no/100-- DOLLARS, according to the terms of said written obligation for the payment of said sum of money, executed on the 5th day of June, 1958, and by its terms made payable to the part y of the second part, or order, at its office in Lawrence, Kansas, 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 the said part y of the first part shall fail to pay the same as provided in this indenture.

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 payment of any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate be not paid when due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said premises be not kept in good repair, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum of principal and interest, and all of the obligations provided for in said written obligation, for the security of which this indenture is a mortgage, immediately become 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 improvements thereon, or any part thereof by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises herein 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 said party making such sale, on demand, to the first part y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all covenants and agreements herein, 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 said part y of the first part has s hereunto set her hand and seal the day and year

Ara E. Peterson (SEAL)
Ara E. Peterson

(SEAL)

(SEAL)

(SEAL)