BOOK 119 the net test and the second Boyles Legel Blanks-CASH STATIONERY CO.-Lawrence, Kansas (No. 52K)

Calvin L. Bryant and Betty L. Bryant, husband and wife

67175

MORTGAGE

of Lawrence , in the County of Douglas and State of Kansas part lesof the first part, and The Lawrence Building andLoan Association

part.y..... of the second part.

.75

Witnesseth, that the said part 108 of the first part, in consideration of the sum of

Thirty 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 part y... of the second part, the Kansas, to-wit:

> The East 30 feet of the following described tract of land: Beginning at the Northeast corner of the Northwest Quarter of Block Eleven (11) in that part of the City of Lawrence known as North Lawrence, thence, running South 1421 feet, thence West 77 feet thence North 1422 feet, thence East 77 feet to the beginning.

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

And the said part 10.5 ... of the first part do ...... hereby covenant and agree that at the delivery hereof they are tawful ownerS of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

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

and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will taxes 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  $\mathcal{Y}_{-}$  of the second part, the loss if any addition of the second part to the estimation of the second part to the second of the second part to the second of the second part to the second and payable or to keep taid premises insured as herein provided, then the part  $\mathcal{Y}_{--}$  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. It is agreed between the parties hereto that the part 185 of the first part shall at all times during the life of this indenture, pay all taxes

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty five hundred and no/100 -----DOLLARS,

day of September 19.58, and by 1ts terms made payable to the part y of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the 

that said part 1.9.9. 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 good repair as they are new, or if weste 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 writen becault, 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 leavful for

the said pert\_y......to take possession of the said premises and all the improv-ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accuring therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arking from such sale to reliain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, 

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and "all executing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, saigns and successors of the respective parties hereto.

In Whese Whereof, the part 10.5. of the first part have ... hereonto set their. hand 8 and seel 9 the day and year

Ø Bry ant (SEAL) ..... (SEAL) Bryant (SEAL) (SEAL) 

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