

MORTGAGE

(No. 5210)

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of In the County of Douglas and State of Kansas
part 1st of the first part, and Household Finance Corporation of Lawrence, Kansas.....
..... party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Two Thousand Two Hundred Twenty and no/100 (\$2220.00) - - - - - 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 party of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:

Lots One Hundred One (101) and One Hundred Three (103), on Jersey Street, in the City of Baldwin City, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part¹⁰³ 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 are 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.

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 188 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 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 Y of the second part, the loss, if any, made payable to the Y of the second part, and that the Y of the second part shall, in the event that said part 188 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 payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Two Hundred Twenty
and no/100 (\$2,220.00) - - - - -

according to the terms of A certain written obligation for the payment of said sum of money, executed on the 21 day of August 1959 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 parties 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 if the obligation created hereby, 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, 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 be null and void, and the whole amount of the principal and interest on the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due, at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part, his successors or assigns, to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed by the court to collect the rents and benefits accruing therefrom and to retain the amount thus unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any such sale shall be paid by the party making such sale, on demand, to the first parties.

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 163 of the first part has Ve hereunto set their hand s and seal s the day and year last above written.

Carl G. Danley (SEAL)
Marjorie A. Danley (SEAL)
Marjorie A. Danley (SEAL)
(SEAL)

STATE OF Kansas } SS.
Seiwer COUNTY)
BE IT REMEMBERED, That on this 21 day of August A. D. 1959
before me, a Mary E. Paxton in the aforesaid County and State,
came Earl W. Nasley and Margaret
W. Nasley
to me personally known to be the same person who executed the foregoing instrument 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 May 29 1962 Mary E. Paxton
Notary Public