

BOOK 123

MORTGAGE

(No. 529)

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

of Lawrence, in the County of Douglas and State of Kansas

Witnesseth, that the said party..... of the first part, in consideration of the sum of

Lot Eighty-Two (82), less the West 25 feet thereof, and all of Lot Eighty-Three (83), in Breezedale, an Addition to the City of Lawrence, in Douglas County, Kansas.

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

No exceptions

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 50% 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 part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 100% interest, And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable or to keep said real estate 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, under 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
Thirteen 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 15th day of October 1959, 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 has of the first part shall fail to pay the same as provided in this indenture.

the said part 108.000 of the first part shall fall to pay the same as provided in this indenture. If the above conditions are not complied with, then the obligation created thereby, or obligations contained therein fully discharged, shall nevertheless remain in full force and effect, and the same shall not be annulled or discharged, and the obligation created thereby, or obligations contained therein, shall nevertheless remain in full force and effect, and the same shall not be annulled or discharged, and if the buildings on said real estate are not kept in as good repair as they are now, or if the waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid on the date of the 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 Y, his agents 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 to collect the rents and profits thereof and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from the sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, shall be paid by the part Y making such sale, on demand, to the first part 108.000.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Theodor A Kennedy (SEAL)
 Grace Kennedy (SEAL)
 (SEAL)
 (SEAL)

This release
was written
on the original
mortgage entered
this 19 day
of September
1963

Harold A. Beck
Reg. of Deeds
By: Janice Beem
Deputy

RELEASE