MORTGAGE 83973 BOOK 134 Ma. SER) The Outlook Pfinters, Publisher of Logal Blank, Lawrence, Kanasa
This Indenture, Made this 23rd day of April , 19 63 between
Leslie E. Murray and Gladys E. Murray, husband and wife
of Lawrence in the County of Douglas and State of Kansas part lesof the first part, and The First National Bank of Lawrence, Lawrence, Kansas
part . Y. of the second part.
Witnesseth, that the said part. 185 of the first part, in consideration of the sum of Five thousand and no/100
to them duly paid, the receipt of which is hereby acknowledged, ha. Ye sold, and by
this indenture doGRANT, BARGAIN, SELL and MORTGAGE to the said part
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit: Beginning at the intersection of the West side of Illinois Street
with the South side of 7th Street, thence South 75 feet, thence West 72 feet, thence North 75 feet, thence East 72 feet to the place of beginning, in the City of Lawrence.
with the appurtenances and all the estate, title and interest of the said part les of the first part therein.
And the said part188_ of the first part dohereby covenant and agree that at the delivery hereof1189_ BN8e lawful owner 8 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 werrant and defend the same against all parties making lawful claim thereto.
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
and assessment that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the Belidings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be a paperified and directed by the part. J of the second part, the loss, if any, made payable to the part. J of the second part to the extent of LS interest. And in the event that said part. LS 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 of the second part may pay said taxes informance, 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 Five thousand and no/100 DOLLARS.
according to the terms of ONG certain written obligation for the payment of said sum of money, executed on the 23rd
day of ADTI 19.63, and by 16. terms made payable to the part Y. of the second part, with all laterest accruing thereon eccording to the terms of said obligation and also to secure any sum or sums of money advanced by the said part. Y
that said part 10.5 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 weate 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 plain the provided for in said written plain to the control of the security of which this indenture is given, shall immediately matere and become due and payable at the option of the holder hereof, without notice, and it shall be leaved for
the said part. To fite second part. In 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 benefits accruing therefrom, and to sail 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,
shell be paid by the part
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 Willesse Whereof, the part 1.09 of the first part he VS hereunto set the XX hand 8 and see 5 the day and year last above written.
Lysalis B, Burgay (SEAL)
Gladys B. Murray (SEAL)
(SEAL)
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