MORTGAGE 84745 BOOK 134 (No. 5210) The Outlook Printers, Publisher of Logal Blanks, Lawrence, Kansas
This Indenture, Made this
Harley A. Davenport, a single man and Anna E. Davenport, a widow
of Lawrence , in the County of Douglas and State of Kansas
, in the county of Bouglas and State of Aansas
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas.
part_y of the second part.
Witnesseth, that the said parties of the first part, in consideration of the sum of
NINETY FIVE HINDRED & no 7000
to them. duly paid, the receipt of which is hereby acknowledged, have sold, and by
this indenture doGRANT, 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
Kansas, to-wit:
The South one-Half (1) of Lot Forty-Seven (47)
on Vermont Street, in the City of Lawrence,
Douglas County, Kansas.
RENT ASSIGNMENT:
Including all rents, issues and profits thereof, provided however that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.
issues and profits until default hereunder.
with the appurtenances and all the estate, title and interest of the said part les of the first part therein.
And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,
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. 105of the first part shall at all times during the life of this indenture, pay all taxes
and an exercise that are to the second of th
shows assessment man way be levided or steesed against, said real estate when the same becomes due and psyable, and that Lhey xill. keep the buildings upon said real estate insured against fire and formado 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 only the part. Y of the second part any payable to the part. Y of the second part any payable to the part. Y of the second part any pay said taxes diving 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.
interest. And in the event that said part IES of the first part shell fall to pay such taxes when the same become due and payable or to keep
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
NINETY FIVE HUNDRED & no/100 * * * * DOLLARS.
according to the terms of
day of June 19.63 , 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 part Les of the first part shell fall to pay the same as provided in this indenture.
And this conveyance shall be void if such assessed by made a but to the state of th
estate are not mild ut and the state on said real and the states on said real
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 become absolute
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 become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said 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 leaful for
the said part 1 to take possession of the said premises and all the improvement the said part 1 to take possession of the said premises and all the improvement the said part 1 to take possession of the said premises and all the improvement the said part 1 to take possession of the said premises and all the improvement the said part 1 to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and all the improvement to take possession of the said premises and th
me and part of the second part. Lts. agents. Or assigns to take possession of the said premises and all the improve- ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and our 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,
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 part. Y. making such sale, on demand, to the first part 105.
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, satigns and auccessors of the respective perties hereto.
In Witness Whereof, the parties of the first part has hereunto set their hand s and seal the day and year last above written.
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Harry a Vanleysurt (SEAL)
(SEAL)
anna & Davenford (SEAL)
Anna E. Davenport
(SEAL)
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