85040 BOOK 135 (No. 52K) . The Outlook Printers, Publisher of Legal Blanks, Lawren MORTGAGE

86

June , 19.65 between Dolly Hughes, a Widow, Georgia Nelson, and John P. Nelson, her husband, and State of

of , in the County of part iss of the first part, and The Lawrence National Bank; Lawrence, Kansas party of the second part.

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

Nine Hundred & no/100---------DOLLARS duly paid, the receipt of which is hereby acknowledged, ha we sold, and by to them. following described real estate situated and being in the County of ... Douglas and State of Kansas, to-wit:

> Lot Number One Hundred Twenty Six (126) on New Jersey Street, in the City of Lawrence

Facture of the rents, issues and profits thereof provided however that the Mortgapor shall be entitled to collect'and retain the rents, issues and profits until default hereunder 4

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

And the said part 185 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 105 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 paybel, and that integr will take keep the buildings upon said real estate insured against file and torrado in such sum and by such insurance company as shall be specified and directed by the part <u>U</u> of the second part, the loss, if any made paybale to the part <u>u</u> of the second part to the extent of <u>the</u> interest. And in the event that said part <u>los</u> of the first part thall fail to pay such taxes when the same become due and paybale or to keep said premises insured as herein provided, then the part <u>u</u> of the second part may pay said taxes and insurance, or either, and the amount to paid thall 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 Mine Hundhed & no/100-

----DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the Counteenth of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the even that said part 185 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 auch payments or any part thereef or any obligation created thereby, or interest thereon, or if the taxts on suid real enter ere net any discharged that here are now, or if waits is committed on suid preside therein, or if the buildings on add real estate are not kept in as good repair as they are now, or if waits is committed on suid preside therein, or if the buildings one balance 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 learbul for

the said part \mathcal{Y}_{\dots} of the second part \mathcal{Y}_{\dots} is a <u>CENTS-OF ASSIGNS</u> to take possession of the said premises and all the improve-ments thereon in the manner provided by law and to have a receiver applied to collect the rents and beefits 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, shall be paid by the part \mathcal{Y}_{\dots} making such sale, on demand, to the first part. Less

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all exercitis accruing thereform, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, saigins and uccessors of the respective parties hereto.

In Wilness Whereof, the part 185 of the first part ha Ve hereunto set their . hand S and seal S the day and year

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