Reg. No. 19,393

MORTGAGE 87389 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas BOOK 137
This Indenture, Made this 25th day of March , 19 64 between
H. Neil Mecaskey, Jr., a single person, and Carl Francis Maupin, a single person,
as Tenants in Common
of Lawrence , in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas
part y of the second part.
Witnesseth, that the said part ies of the first part, in consideration of the sum of
Nine Thousand Nine Hundred and no/100 DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by
this indenture do GRANT, 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 Douglas and State of
Kansas, to-wit:
Beginning at the Northeast corner of Lot No. Twelve (12), Block No. Four (4), of Babcock's Addition, an Addition to the City of Lawrence; thence North 60 feet along the West line of Tennessee Street; thence West 102 feet; thence South 17.2 feet; thence West 33.5 feet; thence South 42.8 feet; thence East 135.5 feet to point of beginning, all in Douglas County, Kansas
Including the 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.
with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said part 1eS 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 partIES of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levide 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 torrado 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 ENCIT interest. And in the event that said part ECS of the first part shall fall 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
Nine Thousand Nine Hundred and no/100 DOLLARS
according to the terms of ORE certain written obligation for the payment of said sum of money, executed on the 25th day of March 19 64, 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 events, that said part 1eS of the first part shell fail to pay the same as provided in this indenture.
And this conveyance shall be void if such payment be made as provided in this indenture. And this conveyance shall be void if such payment 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 therein, or if the buildings on said real estate are not kept in as good repair at 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 leaved for
the said part. Y. of the second part. Its 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 benefits accruing therefron; and to sell the premises hereby granted, or any part-thereof, in the manner prescribed by law, and out of all moneys raising 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 Y making such sale, on demend, to the first part I.CS
In Witness Whereof, the part ies of the first part ha Ve hereunto set their hands and seals the day and year
Hell Heastry Vr. (SEAL)
(SEAL)
Cail Francis Maryain (SEAL)
Carl Francis Maupin (SEAL)