

87934 BOOK-137

Realty Mortgage

KNOW ALL MEN BY THESE PRESENTS: That

*****Editha McGrew Conwell*****

of the County of Douglas State of Kansas Mortgagor, for and in consideration of the sum of Five Thousand and Seventy Six and 60/100 *****DOLLARS to her in hand paid by Securities Investment Company of St. Louis

Mortgagee, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said Securities Investment Company of St. Louis

all that certain premises described as follows: to-wit:

Lot #64, in Block Three (3) in BABCOCK PLACE,
an addition to the City of Lawrence, Douglas
County, Kansas.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

its successors
Mortgagee, ~~and assigns forever.~~

This conveyance is intended as a Mortgage to secure the payment of a certain Promissory Note, of even date herewith, executed by the Mortgagor to the Mortgagee herein, calling for the principal sum of Five Thousand and Seventy Six and 60/100 *****Dollars, together with interest thereon at the rate of 10 per cent per annum payable Due

And the said Mortgagor agree and do hereby covenant to keep the building thereon insured, in favor of the Mortgagee, in a good company, to be selected by the Mortgagee, in a sum not less than during the life of this mortgage, and in case said Mortgagor fail to secure said insurance, the Mortgagee hereby authorized to procure the same.

And this instrument shall be void if said Promissory Note, principal and interest, be well and truly paid when due according to the tenor and effect thereof. But it is distinctly understood and agreed that if the interest on said Promissory Note, or the principal thereof, shall not be punctually paid when the same shall become due, as in said Promissory Note mentioned, or in case of the failure of the said Mortgagor to pay before delinquent any taxes or assessments levied against said premises, then, and in such case, the principal sum of said Note, and the interest thereon, shall be deemed and taken to be wholly due and payable, and proceedings may forthwith be had by the said Mortgagee its successors ~~or assigns~~ for the recovery of the same, either by suit on said Note, or on this Mortgage and Note; and in any suit or other proceedings that may be had for the recovery of the said principal sum and interest thereon, it shall and may be lawful for the said Mortgagee its successors ~~or assigns~~ or assigns, to include in the judgment that may be recovered attorney's fees not exceeding additional on the amount found due the plaintiff on said Note and this Mortgage, or in case of settlement after suit is brought, but before judgment rendered, then additional on amount found due at the time of settlement, as well as payments that the said Mortgagee its successors ~~or assigns~~ or assigns may be obliged to make for security, or on account of any taxes, insurance, charges, incumbrances or assessments whatsoever on the said premises, legally laid or made thereon.

Said Mortgagor also covenants that in any action to foreclose this Mortgage a Receiver shall, upon application of the plaintiff in such action and without notice to the defendants, be appointed by the Court to take charge of said property, to manage, carry on, protect, preserve, and repair the same, and receive and collect all the rents, issues and profits thereof, and apply the same to the payment of sums spent to protect, preserve and repair said property, the payment of taxes and other charges, including his own compensation, and to the payment of said note and interest, which may be due or become due during the pendency of the action until sale becomes final and deed made and delivered thereunder.

Witness my hand, this 19th day of December A. D. 19 63

Signed, sealed and delivered in the presence of

Editha M. Conwell
Editha Mc Grew Conwell

In Satisfaction of Mortgage - See Book 140 - Page 194