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BOOK 137

(No. 52K)

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of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence, Lawrence, Kansas
part Y of the second part.

to them duly paid, the receipt of which is hereby acknowledged, have 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:

Lot 3 in Steele's subdivision of Block 8 in Earl's Addition to the City of Lawrence, Douglas County, Kansas

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 100 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 payable, and that they will keep the buildings upon said real estate insured against fire and tornado 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 the sum so insured; and in the event that said part 100 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 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
Two thousand five hundred and no/100 ----- DOLLARS

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of May 1964 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 ies 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 by any part thereof or any obligation created herein, or interest thereon, or if the taxes on said real estate are not paid when they become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings, structures 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 lawful for the said party Y of the second part 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 receive the rents and profits and the benefits accruing therefrom; and to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, such sale to be paid by the party Y making such sale, on demand, to the first 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 Witness Whereof, the part ies of the first part has VA hereunto set their hand s and seal s the day and year last above written.

John W. Rogers (SEAL)

(SEAL)

MAZDAH KOREA (SEAL)

(SEAL)

STATE OF Kansas

Douglas

COUNTY. } ss.

BE IT REMEMBERED, That on this 20th day of May A. D. 19 64

before me, a Notary Public In the aforesaid County and State,
came John W. Rogers and Margaret J. Rogers, husband and
wife

to me personally known to be the same person S... who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires June 30, 19 67

19 67

Joseph Kelly Notary Public

Recorded May 20, 1964 at 2:15 P.M. *Harold A. Vick* Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the register of deeds to enter the discharge of this mortgage of record. dated this 11th day of September 1966

(Corp. Seal)

The First National Bank of Lawrence, Lawrence, Kansas
H. D. Sanders, Vice President and Cashier Mortgagee. Owner.

WBS - written
on the original
mortgage

THIS 21st DAY
OF Dec
19 1946

James Bee
Rep of Good:

Deputy