MORTGAGE (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas BOOK 145 .5533 This Indenture, Made this thirteenth day of October , 19.66 between Edwin O. Edgar and Alyce M. Edgar husband and wife

of Lawrence , in the County of Douglas and State of Kansas

Lawrence, Kansas _____ part y _____ of the second part. Witnesseth, that the said part ies of the first part, in consideration of the sum of

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by following described real estate situated and being in the County of Douglas and State of Kansas, to-wit-

Lot One Hundred Eighty-three (183) on Tennessee Street in the City of Lawrence, 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 part ies 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 selzed 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 the

It is agreed between the parties hereto that the part \$CS... 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 LRCY 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 <u>Y</u> of the second part, the loss, if any, made payable to the part <u>Y</u> of the second part to the extent of <u>LS</u> interest. And in the event that said part <u>LCS</u>, 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 <u>Y</u> 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

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand Five Hundred and no/100-----

----DOLLARS,

day of October 19.66, 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 even that said part i.e.s of the first part shell fail to pay the same as provided in this indenture.

that said part <u>LES</u> of the first part shell 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 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 herein, or if the buildings on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on 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 part.<u>Y</u> of the second part <u>its agents or assigns</u> to take possesion 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 out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charge incident thereto, and the overplus, if any there be, retain the amount then unpaid of principal and interest, together with the costs and charge incident thereto, and the overplus, if any there be, retain the amount then unpaid of principal and interest, together with the costs and charge incident thereto, and the overplus, if any there be, retain the amount then unpaid of principal and interest, together with the costs and charge incident thereto, and the overplus, if any there be,

shall be paid by the part X..... making such sale, on demand, to the first partLES.....

, 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 Winness Whereof, the parties of the first part he V.C. hereunto set their last above written. Eduin O Edwing. Edgar (SEAL)

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