BOOK 146 1. (No. 5210) The Outlook Printers, Publisher of Logal Blanks, Lawrence, Kansas MORTGAGE 8379 5. 1. alter The Paul Robinson and Ann Robinson

.....

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 parties of the first part, in consideration of the sum of Six Thousand and no/100------ DOLLARS

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 79 on Louisiana Street, in the City of Lawrence,

Kay Q I

Douglas County, Kansas

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the Pents, 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 part ies. 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 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.

d between the parties hereto that the part 1es, 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 taxe keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified an 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 its interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable or to kee said premises insured as herein provided, then the part y. of the second part taxes and insurance, or either, and the amount or 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 paymer until fully repaid. d and

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

DOLLARS. according to the terms of one certain written obligation for the payment of said sum of money, executed on the

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 of 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 kept in as good repair as 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 writter 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 y of the second part its agents or assigns to take poisession of the said premises and it shall be tavior for ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits account 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 as a 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 peid by the part y making such sale, on demand, to the first part ies.

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, assignt and successors of the respective parties hereto.

In Witness Whereof, the part LES of the first part ha ye hereunto set their hand S and seal S the day and year

and Robinson (SEAL) (SEAL)

Reducing (SEAL) (SEAL)

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