9992 MORTGAGE (No. 52K) The Outlook Printers, Publisher of Logal Blanks, Lawrence, Kansas BOOK 147

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t 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 i.e.s. of the first part, in consideration of the sum of Four Thousand Five Hundred 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: Viets .

The South One-half of Lot Twenty-three (23) in Block Twenty-three

(23) of Sinclairs Addition to the City of Lawrence.

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 part ICS 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 indefessible estate of inheritance therein, free and clear of all incombrances, no exceptions

and that they will warrant and defend the same against all parties making lawful claim theret

It is agreed between the parties hereto that the part ics of the first-part shall at all times during the life of this indenture, pay all taxe and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will teep the buildings upon said real estate insured against fire and tornads 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 pay bert y... of the second part to the extent of 11S interest. And in the event that said parties, of the first part shall fail to pay such taxes when the same become due and payable or to keep said premites insured as herein provided, then the part y... of the second part to the extent of 10S to 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 mill fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Four Thousand Five Hundred and no/100------ DOLLARS. ding to the terms of one certain written obligation for the payment of said sum of money, executed on the eleventh

day of <u>August</u> 1967 , 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 

thet said part. I.C.S... 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 if default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this convey and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the secu-is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice,

the said part Y of the second part its agents or assigns to take possession of the said premises and all the ments thereon in the menner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any t all be paid by the part ? \_\_\_\_ 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 panelits 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 have hereunto set their hand s

Seon Ray Treels (SEAL) (SEAL) Ruby 1. Freeze (SEAL)

(SEAL)