

445

Reg. No. 2,547
Fee Paid \$16.25

MORTGAGE

11288

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This Indenture, Made this 17th BOOK 148 day of November 1967 between

Barry James Davis and Mary Davis, His Wife

of Lawrence, in the County of Douglas and State of Kansas part I of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas part Y of the second part.

Witnesseth, that the said part Ies of the first part, in consideration of the sum of Six 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:

The East 65 feet of the South 10 feet of the East 110 feet of Lot 138, and the East 65 feet of the East 110 feet of Lot 140, on Kentucky Street, in the City of Lawrence, Douglas County, Kansas.

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 seized of a valid and indefeasible estate of inheritance therein, free and clear of all incumbrances, except mortgage dated October 10, 1967 in the amount of \$15,000 signed by Harry James Davis and Mary Davis recorded in Book 148, page 207, Register of Deeds, Douglas County, Kansas. And the same will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Ies 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 become 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 less, 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 keep said premises insured as herein provided, than 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 Six 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 17th day of November 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 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 parties 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 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 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 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 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 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 money arising from such sale to repay 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 paid 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, assigns and successors of the respective parties hereto.

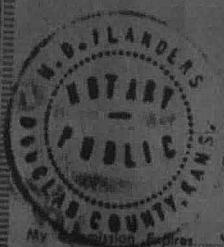
In witness whereof, the part Ies of the first part by me, hereto set their hand, S. and res^s, the day and year last above written:

X Harry James Davis (SEAL)

Harry James Davis (SEAL)

X Mary Davis (SEAL)

Mary Davis (SEAL)

STATE OF Kansas
Douglas COUNTY,

BE IT REMEMBERED, That on this 17th day of November A. D. 1967 before me, a Notary Public in the aforesaid County and State, came Harry James Davis and Mary Davis, his 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 14

19 69

H. D. Flanders
Notary Public

Janice Beam Register of Deeds

Recorded November 17, 1967 at 3:56 P.M.