| Montanew BOOK 151 14072 We SMD The Unclude Private Televisite and Marcid V. Singrist. 19.68 between Mary I. Singrist and Harold V. Singrist. 19.68 between Mary I. Singrist and Harold V. Singrist. 19.68 between Marsa of Lawrence in the County of Douglas and State of Kansas part iss of the first part, and Lawrence National Bank and Trust Too. Lawrence National Bank and Trust Too. DOULARS Jawrence, Kansas part? of the second part. DOULARS Winesseth, that the said part 165 of the first part, in consideration of the sum of forty Eight Thousand Five Hundred and no/100 |
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| of Lawrence , in the County of Douglas And State of Kansas part iss of the first part, and Lawrence National Bank and Trust To. Lawrence, Kansas part Y of the second part. Witnesseth, that the said part ISS of the first part, in consideration of the sum of forty Eight Thousand Five Hundred and no/100 |
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| Witnesseth, that the said part ies of the first part, in consideration of the sum of |
| them duly paid, the receipt of which is hereby acknowledged, ha VE sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part yof the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Tot Ten (10) in Block Two (2) in Hillcrest Addition, an Addition to the City of Lawrence. The South 70 feet of the North 127.5 feet of Lot Two (2), in Block Ten (10), in Hillcrest ddition, an Addition, an Addition to the City of Lawrence. The South 70 feet of the North 127.5 feet of Lot Two (2), in Block Ten (10), in Hillcrest ddition, an Addition to the City of Lawrence. The South 70 feet of the North 127.5 feet of Lot Two (2), in Block Ten (10), in Hillcrest ddition, an Addition to the City of Lawrence. The South 70 feet of the Addition to the City of Lawrence. The South 70 feet of the Addition to the City of Lawrence, as shown by the recorded plat there are of a shown by the recorded plat there are fidge, an Addition to the City of Lawrence, as shown by the recorded plat there are of the said part les of the first part therein. And the said part les of the first part do hereby covenent and agree that at the dailway hereotibe? All of the first part therein. And the said part les of the first part do hereby covenent and agree that at the dailway hereotibe? All of the first part there is no cover ptions the said part les of the first part do hereby covenent and agree that at the dailway hereotibe? All deals there the there the term of the said part les of the first part do hereby covenent and agree that at the dailway hereotibe? All deals there the said part les of the first part there is no cover ptions when the same becomes the and parts the same same the same daily the same of all incombarence. No exceptions were the same dail of the same dail of a good and brance there and the same becomes the and parts the same daily and there there and the same addition the same dagree the bindige agree same daily the same day and the same saga |
| <pre>es South 70 feet of the North 127.5 feet of Lot Two (2), in Block Ten (10), in Hillcrest Idition, an Addition to the City of Lawrence. It Six (6), less the East 61 feet thereof and all of Lot Seven (7), all in Block Two (2), Pioneer Ridge, an Addition to the City of Lawrence, as shown by the recorded plat record.</pre> |
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| <pre>including the rents, issues and profits thereof provided however that the Mortgagors shall entitled to collect and retain the rents, issues andprofits until default hereunder. ** with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part is of the first part do hereby covenant and agree that at the delivery hereotthey are the lawfor owner 5 of the premises above granted, and asized of a good and indefessible estate of inheritance therein, free end clear of all incumbrances. No exceptions and them the part and meter has the part is of the first part the part is of the same against all perties making lawful cleim thereto. It is agreed between the parties hareto that the part is of the first part the law for owner, and the same becomes due and payable and that they will detected by the part y of the second part, the loss, it any mean payable for the part y of the second part of the second part to the second part they are the second part they are the loss of the first part the lost in the operate into the second part, the loss, it any mean payable for the part y of the second part of the second part to be for and the part will be the second part they are the loss of the first part that and payable and the second part to be for the part and the same becomes due and payable, and the second part they of the second part the loss of the part and the same becomes due and payable, and the they will be the second part the second part to the second part to be account to the second part to be accound to the second part to be for and and they are the second part to be account to the second part to be second part may pay and taxes and indented and apayable and the second part they are the second part may pay and taxes and indented and payable of the second part may pay the taxes and indented and the second part the second part may pay and taxes and indented and the pay. This GRANT is intended as a mortage to secure the payment of the sum of forty Eight Th</pre> |
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| 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 lewful claim thereto. It is agreed between the parties hereto that the part ¹⁶ S 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 insufance 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 and payable or to keep aid premises insured as harein provided, then the part Y of the second part taxes when the same becomes and payable to to keep and payable become a part of the indebtedness, secured by this indenture, and shall beer interest at the rate of 10% from the date of payment will fully repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of Forty Eight Thousand Five Hundred and no/100 |
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| according to the terms of one certain written obligation for the payment of said sum of money, executed on the first tay of August 19 68, 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 sum of money advanced by the haid 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 or any part thereof or any obligation created thereby, or interest thereon, or if the faxes 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 wate is committed on said premise, 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 indenstrue a given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and is shall be laying for |
| he said part <u>y</u> of the second part its agents or assigns to take possession 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 charges incident thereto, and the overplus, if any there be, half be paid by the part <u>y</u> making such sale, on demand, to the first part <u>ies</u> . |
| 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 thereform 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 ics of the first part ha Ve hereunto set their hands and seals the day and year ast above written. |
| mary & Sieghart T. stegrist (SEAL) |
| Harold V. Singuist (SEAL) |
| (SEAL) |
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