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Reg. No. 3,356

14897 BOOK 151 (No. 52K) The Outlook Frinters, Publisher of Legal Blanks, Lawr thirteenth September , 19 68 between Gerald L. Miner and Alice M. Miner This Indenture, Made this husband and wife of Lawrence , in the County of Douglas and State of Kansas part ies of the first part, and Lawrence National Bank and Trust Co. Lawrence, Kansas part y of the second part. Witnesseth, that the said part iss of the first part, in consideration of the sum of Five Thousand Five Hundred and no/100-----DOLLARS to 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 Eighteen (18), in Block Nine (9), in Lane's Place, an addition to the City of Lawrence, 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 with the appurtenances and all the estate, title and interest of the said part is 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 owner 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 and that bits) will wanted between the parties hereto 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 insurance company as shall be specified, and directed by the part of the second part to the astent of interest. And in the event that said part 10°S 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 of the second part of the second the mount 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 This GRANT is intended as a mortgage to secure the payment of the sum of Five 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 13th day of September 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 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 ex that said part 105, 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 indentrue 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 possession of the said premises and all ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefit sell the premises hereby granted, or any part thereor, in the manner prescribed by law, and out of all moneys areining from retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplux, if a shall be paid by the part Y. making such sale, on demand, to the first part 195 ( It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all banefits 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 Whareof, the part TeS of the first part ha Ve hereunder, their hand S and real S the day and vear lat above written. Gerald L. Miner (SEAL) (SEAL) aller M. M. Affer M. Miner (SEAL) (SEAL)