воок 158 — 22924
MORTGAGE . (No. 52K) The Outlook Printers, Fubraher of Legal Blanks, Lawrence, Kansas
This Indontring And this 27th day of October 30.701
This Indenture, Made this 27th day of October , 19 70 between Gene Fritzel and Charlene L. Fritzel, his wife
Selle Filitzer and Charlene E. Filitzer, his wife
of Lawrongo is the County of Douglas and Cut. I. Kongo
of Lawrence , in the County of Douglas and State of Kansas
parties of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE
party of the second part.
Witnesseth, that the said part of the first part, in consideration of the sum of Fifty Five Thousand and no 100
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 of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:
Lot Ten (10), in Block One (1), less the North 10 feet being bounded
on the North by the Northwesterly boundary of said Lot Ten (10) and
on the South by a line 10 feet distant from and parallel to said Northwesterly boundary, in Pioneer Ridge, an Addition to the City of
Lawrence,
with the appurtenances and all the estate, title and interest of the said part les of the first part therein.
And the said part. LCS. of the first part do hereby covenant and agree that at the delivery herebt they are to lawful owners. "of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,
of the premises above granied, and served of a good and inverteable estate of interface therein, the and clear of an incombinance,
and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part LOS 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 keep the buildings upon said real estate insured against fire and tornadio 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 part X of the second part to the extent of 1ts. interest. And in the event that said part LeS of the first part shall fall to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then 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 16% from the date of payment until fully repaid.
THIS GRANT is intended as a mortgage to secure the payment of the rum of Fifty Five Thousand and no/100
A consequence of the consequence
according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 27th day of October 19.70 and by its terms made payable to the part y of the second
part, with all Interest according thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the
said part V of the second part to pay for any abstrance or to discharge any taxes with interest thereon as herein provided, in the event that said-part RS of the first part shall fall 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 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,
shall be paid by the party making such sale, on demand, to the first part 1.85
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 les of the first part ha Ve hereunto sen their hands and seals the day and year last show written.
X Gene Fritzel) (SEAL)

Charlene L. Fritzel

(SEAL)