

(No. 52 K)

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## MORTGAGE

**This Indenture**, Made this 2nd day of April, in the  
year of our Lord one thousand nine hundred and forty seven between  
Lowell E. Risk and Kathryn Ruth Risk, his wife

of Lawrence, in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of  
One thousand and no/100 : : : : : DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northwest corner of the East  $7\frac{1}{2}$  Acres of the North 10 acres of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section One (1) Township Thirteen (13) South Range Nineteen (19) East of the 6th P.M. thence South along the West line of said East  $7\frac{1}{2}$  acres, 220 feet to an Iron Pipe in the Hedge, thence East and parallel with the North line of the said East  $7\frac{1}{2}$  acres, 138.2 feet to an Iron Pipe in the West line of the alley between Mississippi and Illinois Streets of University Place, an addition to the City of Lawrence produced South thence North along the said West line alley produced South 220 feet to the North line of said East  $7\frac{1}{2}$  acres thence West along said North line 138.5 feet more or less to the point of beginning, Less the North 20 feet deeded to Douglas County for road purposes, containing 655/1000 acres more or less.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein:

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner. 8  
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,  
11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-102

## No Exceptions

It is agreed between the parties hereto that the part 1.00 of the first part shall at all times during the life of the indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable and that they will warrant and defend the same against all parties making lawful claim thereto. they will keep the buildings upon said real estate insured against fire and tornado in such sum as the company as shall be specified and directed by the part 1.00 of the second part, of the loss, if any, made payable to the part 1.00 of the second part to the extent of 100% interest. And in the event that said part 1.00 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 1.00 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

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand and No/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 2nd day of April 1947, 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 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 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 herein 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 building on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the obligation herein 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 \_\_\_\_\_ of the second part \_\_\_\_\_ to take possession of the 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 said part \_\_\_\_\_ making such sale, on demand, to the first part \_\_\_\_\_.

parties hereto.

In Witness Whereof, the part<sup>ies</sup> of the first part ha<sup>ve</sup> hereunto set <sup>their</sup> hands and seals, the day and year last above written.

*John P. ...*

Lowell C. Risk (SEAL)  
Kathryn Ruth Risk (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

Be It Remembered, That on this 4th day of April A.D. 19 47  
before me, a Notary Public in the aforesaid County and State  
name Lowell E. Risk and Kathryn Ruth Risk, his wife

to me personally known to be the same person.... 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 July 17, 1950

Notary Public

Harold A. Beck      Register of Deeds