

3290 BOOK 92

KANSAS

F-421-6-11-45-500

This Indenture, Made the twenty-fourth day of March, A. D. 1947, between  
V. Jack Vincent, (also known as Vinton Jack Vincent) and Frances Louise Vincent,  
his wife, of Lawrence, County of Douglas and State of Kansas,

hereinafter (whether one or more in number) called the mortgagors, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, mortgagee: Witnesseth, That the said mortgagors, in consideration of the sum of Ten thousand dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said mortgagee, forever, the following described Real Estate situated in the

City of Lawrence, County of Douglas and State of Kansas, to-wit:

The north half of lot thirty-four, on Massachusetts Street in the City of Lawrence,  
Together with all engines, boilers, elevators and machinery, and all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, shades, awnings, screens, storm sash and blinds, and all fixtures of every description, belonging to said mortgagors, which are or may be placed or used upon the premises above described, or appurtenant thereto.

Together with the hereditaments and appurtenances to the same belonging or in any wise appertaining, and all of the rents, issues and profits which may arise or be had therefrom.

To Have and to Hold the same to the said mortgagee forever.

And the said mortgagors hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance,

and hereby warrant the title thereto against all persons whomsoever.

Conditioned, However, That if V. Jack Vincent, one of

said mortgagors shall pay or cause to be paid to the said mortgagee, at its office in the City of Milwaukee, Wisconsin, the principal sum of

Ten thousand dollars, with final maturity on June 10, 1957, and

with interest, according to the terms of a promissory note bearing even date herewith executed by

V. Jack Vincent, one of

said mortgagors, to the said mortgagee; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises and upon any interest therein, and procure and deliver to said mortgagee, at its home office, ten days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the building or buildings now standing or hereafter erected on said premises insured in one or more solvent insurance companies, to be approved by the mortgagee, against loss or damage by fire to the amount of at least their full insurable value, with extended coverage, and with satisfactory co-insurance,

21 ~~and against loss or damage by windstorm, cyclone or tornado to the amount of at least~~

(provided, that if any policy of insurance contains any condition or provision as to co-insurance, the building or buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition, and that each windstorm, cyclone and tornado policy, by its terms or by appropriate endorsement or rider, shall provide that in case an insured building, or any material part thereof, fall as the result of windstorm, cyclone or tornado, immediately followed by fire as a direct result, then the insurance is extended to cover such resultant fire loss); and, upon issuance, shall forthwith deposit and leave with the mortgagee all policies of insurance above required, and all other like policies of insurance covering said buildings, with loss, if any, made payable to the mortgagee as its interest may appear, by endorsements upon or riders attached to said policies in terms satisfactory to the mortgagee; and shall keep the buildings and other improvements now or hereafter erected on said premises in good condition and repair, and shall not commit or suffer any waste of said premises; and shall keep said premises free from all prior liens; and upon demand of the mortgagee shall pay all liens, if any, which in any way may impair the security of this mortgage, and all costs, expenses and attorney's fees incurred by the mortgagee in or on account of any litigation or legal proceedings in any court or before any tribunal, whether instituted by a party hereto or otherwise, which shall involve in any way the aforesaid premises, or the collection or enforcement of the debt or moneys hereby secured, or the protection of this mortgage or of its lien or priority; all of which the mortgagors hereby agree to do; then these presents to be void, otherwise to remain in full force.

Witness

The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, hereby acknowledges full payment of the note executed by V. Jack Vincent and Frances Louise Vincent of Lawrence, County of Douglas, State of Kansas, and mentioned in the within mortgage, recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas in Vol. 92 of Mortgages, on page 45.