

MORTGAGE

(No. 52 K)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 2nd day of May, in the
year of our Lord one thousand nine hundred and Forty-seven
Bruce F. Latta and Mary Maxine Latta, husband and wife between

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association

party of the second part.

Witnesseth, that the said part les of the first part, in consideration of the sum of Twenty- Seven Hundred 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots "D" and "E" all in Block 4, in University Place, an addition to the City of Lawrence, Also:

Beginning at a point 1048.3 feet West of a point 1040.84 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 13 South, Range 19 East of the 6th P. M. , thence West 139.5 feet to the center line extended of the alley between Illinois and Alabama Streets; thence South 15 feet 2 inches, more or less, along the center line of said alley extended; thence East 139.5 feet along the North line extended and the North line of Lot E in Block 4 in University Place, an Addition to the City of Lawrence, to the West line of Illinois Street; thence North 15 feet 2 inches, more or less, along the West line of Illinois Street to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part ies 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

..... 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 1.2 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same shall become due and payable, and that the part 1.3 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 1.4. In the event that any loss, if any, made payable to the part 1.5 of the second part to the extent of 15.00 interest. And in the event that part 1.6 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 1.7 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-Seven Hundred and no/100 DOLLARS

according to the terms of O.M.G. certain written obligation for the payment of said sum of money, executed on the 2nd day of May 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 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 event that said part LES 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 such obligations created 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 a 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 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 part making such sale, on demand, to the first part .

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 parties of the first part have hereunto set their hands and seals to the day and year last above written.

Bruce F. Latta (SEAL)
Mary Marlene Latta (SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

Be It Remembered, That on this 2nd day of May A. D. 1947
before me, a notary public in the aforesaid County and State
came Bruce F. Latta and Mary Maxine Latta, husband
and wife.

to me personally known to be the same person, S 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.

L. E. Teby
Notary Public

My Commission Expires April 21 1950