

## MORTGAGE

(No. 52 K)

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

**This Indenture**, Made this 20th day of May, in the  
year of our Lord one thousand nine hundred and forty-seven between  
Richard Ayres and Eleanor B. Ayres, husband and wife

of Lawrence, in the County of Douglas and State of Kansas

part 1es of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of Six thousand and no/100 - - - - - 6 - - - - - 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 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 Number Nineteen (19) in Leppard's Subdivision of a portion of Block Five (5) in South Lawrence, an addition to the City of Lawrence.

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

And the said part 108 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,

It is agreed between the parties hereto that the part 53 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 become due and payable, and that the part 53 shall keep the buildings upon said real estate insured against fire and theft in such an insurance company as shall be specified and directed by the part 5 of the second part, and the amount so payable to the part 5 of the second part to the extent of 15 percent interest. And in the event that said part 53 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 5 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 Six thousand and no/100 - - - DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th 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 Y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void of such payments be made as herein stipified, 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, the said premises, the rents and profits therefrom, and the mortgages and other interests therein, shall be subject to be sold by the lender, or in his written obligation, for the security of which an 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 party                      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 hereafter granted, or any part thereof, in the manner prescribed by law, and, in the event of such sale, to retain the proceeds thereof to the extent of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, shall be paid by the said party                      making such sale, on demand, to the first part                      &c.S.

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 the day and year last above written.

*Richard Ayres* (SEAL)  
*Eleanor B. Ayres* (SEAL)

STATE OF KANSAS }  
COUNTY OF DOUGLAS } SS.

Be It Remembered, That on this 21st day of May A. D. 19 47  
before me, a Notary in the aforesaid County and State  
came Richard Ayres and Eleanor B. Ayres, husband and  
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 April 21, 19 50

Notary Public

Harold A. Beck Register of Deeds  
Helene D. Bowen Deputy