

32773 BOOK 92

(No. 52 K)

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MORTGAGE

This Indenture, Made this fifth day of July, in the year of our Lord one thousand nine hundred and Forty-seven between Charles Holman and Alice Holman, his wife,

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

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Eight hundred fifty and no/100 (\$850.00) DOLLARS

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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at the Northeast corner of the Northwest fractional quarter (1/4) of said Section; thence South 59 rods; thence West 27 rods 1 foot 9 inches; thence North 59 rods; thence East 27 rods 1 foot 9 inches to place of beginning, containing 10 acres more or less, being in Section 3, Township 12 South, Range 18 East of the 6th P.M.

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 owner S 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 ies 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 becomes due and payable, and that they shall 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

And in the event that said part ies of the first 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 Eight hundred fifty and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the fifth day of July, 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 ies 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 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 and all the improvements thereon, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the amount then unpaid of principal and interest, to the first part ies making such sale, on demand, to the first part ies.

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

Charles Holman (SEAL)
Alice Holman (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } SS.

Be It Remembered, That on this 5th day of July, A.D. 1947, before me, a the undersigned in the aforesaid County and State, came Charles Holman and Alice Holman, his wife,

to me personally known to be the same persons 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 January 27 1951 19

Notary Public

Recorded July 12, 1947 at 8:45 A.M.

Harold A. Beck Register of Deeds.