

32844 BOOK 92

MORTGAGE

(No. 52 K)

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This Indenture, Made this 18th day of July, in the
year of our Lord one thousand nine hundred and forty-seven between
Lowell B. Sterling and Clara M. Sterling, husband and wife,

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

parties of the first part, and The First National Bank of Lawrence

part V of the second part

Witnesseth, that the said parties of the first part, in consideration of the sum of Six hundred and no/100 - - - - - (\$600.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he yo 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:

Beginning at the Northwest corner of Lot No. eight (8) which is the Northwest corner of the Northwest-quarter (NW¹/₄) of Section 33, Township 12, South of Range 20 East, thence East 394.2 feet, thence South parallel with West line of said Quarter Section 1010 feet, more or less, to Kansas River; thence Northwest along the North bank of Kansas River to the West line of said Quarter section, thence North on the West line 920 feet, more or less, to point 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 188 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 1.58 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 they will 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 1.58 of the second part, the loss, if any, made payable to the part 1.58 of the second part to the extent of its share. And in the event that said part 1.58 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 1.58 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 hundred and no/100 ----- DOLLARS

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the _____ day of _____, 19 47, 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 100 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 when the same become due, or if it is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for herein, shall immediately become due and payable, whether the same are already 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 to sell the same; and to call 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 same amounting to the principal sum of money so advanced, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the said party _____ 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 _____ hand _____ and seal _____ the day and year last above written.

x Lowell B. Sterling (SEAL)
 x Clara M. Sterling (SEAL)
 (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

SS.

Be It Remembered, That on this 18th day of July A. D. 19 17
before me, a the undersigned in the aforesaid County and State
came Lowell B. Sterling and Clara M. Sterling, 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.

My Commission Expires July 13 1948 19

Notary Public

entered
this 2 day
of June
1948

Harold A. Beck
Reg. of Deeds
Deputy

Harold A. Beck Register of Deeds.