

32958 BOOK 92

MORTGAGE

(No. 52 K)

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

This Indenture, Made this 28th day of July, in the
year of our Lord one thousand nine hundred and Forty Seven between

Louis John Bartz and Norma M. Bartz, his wife

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

part leaf the first part, and Kaw Valley State Bank, Eudora, Kansas

part y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of

Three thousand (\$3,000.00) and no/100----- DOLLARS

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

The North fifty (50) feet of Lot one (1) in Block 7, in Babcock's Addition to the City of Lawrence.

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

And the said part 1.00 the first part do == hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and

It is agreed between the parties hereto, that 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 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part 1 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 y 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
Three thousand (\$3,000.00) and no/100 ----- DOLLARS,
 according to the terms of One certain written obligation for the payment of said sum of money, executed on the 28th 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 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 1-cs 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 mortgage shall be in full force and effect, and the mortgagee shall have the right to foreclose thereon, and to sell the said premises, and the proceeds of the sale thereof, which when the 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 hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from the sale of the same, to pay the amount of the principal sum of money herein advanced, with interest and charges incident thereto, and the overplus, if any there be, shall be paid by the said party of the first part, _____, making such sale, on demand, to the first part. _____ 4-68

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 168 of the first part is vs. hereunto set their hand, s. and seal, 8th day and year last above written.

Louis John Bartz (SEAL)
Norma M. Bartz (SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas


Be It Remembered, That on this 28th day of July A. D. 19 47
before me, a Notary Public in the aforesaid County and State,
came Louis John Bartz and Norma M. Bartz his 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..... May 16, 19 48

scribed my name, and affixed my official seal on the


Notary Public

Recorded July 29, 1947 at 9:50 A.M.

Harold A. Beck Register of Deeds

Harold A Beck
Reg. of Deeds
Dorothy N. Shank