

33139

BOOK 92

MORTGAGE

(No. 52K)

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

This Indenture, made this 13th day of August, 1947, in the

year of our Lord, one thousand nine hundred and forty-seven

between

Fred J. Dunham and Ollie C. Dunham, his wife,

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

parties of the first part, and J. C. Hemphill

parties of the second part.

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

Three Hundred Fifty (\$350.00) 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 parties 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 One Hundred Thirty-five (135) in Block Number Forty-two (42)

in that part of the City of Lawrence known as West Lawrence.

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

And the said parties 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 thereon.

It is agreed between the parties hereto that the parties 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 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 parties of the second part, the less, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said parties 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 parties of the second part may pay said taxes and insurance, or other, 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 Hundred Fifty (\$350.00) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13th day of

August 1947, and by its terms made payable to the parties 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 parties 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 parties 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 parties 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 in the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the parties of the first part making such sale, on demand, to the parties of the second part.

It is agreed by the parties hereto that the terms and provision 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 seal, the day and year last above written.

Fred J. Dunham

(SEAL)

Ollie C. Dunham

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

SS.

Be It Remembered, That on this 13th day of August A. D. 1947

before me, a Notary Public

in the aforesaid County and State,

came Fred J. Dunham and Ollie C. Dunham, 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 on the 28th day of October

1948

Notary Public

Recorded August 15, 1947 at 2:35 P.M.

Register of Deeds.

This is a copy of the original mortgage as recorded in the Register of Deeds of the County of Douglas, State of Kansas, on the 13th day of August, 1947. The original mortgage is on file in the office of the Register of Deeds.

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