

## MORTGAGE RECORD 66

639

1 day of  
9:50 A. M.  
Register of Deeds.  
Deputy.

our Lord, one thousand nine

y. of the second part.  
duly paid, the receipt of  
y. of the second part,  
to-wit:

ninety five (95)  
thirteen (13)  
e west sixty five  
(112½) feet;

ises above granted, and seized of

ts that may be levied or assessed  
tornado in such sum and by such  
to the extent of its  
ured as herein provided, then the  
riture, and shall bear interest at

DOLLARS,  
19 25,  
ion and also to secure any sum or  
in the event that said part 108

uch payments or any part thereof  
not kept up, as provided herein,  
ute and the whole sum remaining  
and payable at the option of the

of the said premises and all the  
by granted, or any part thereof,  
charges incident thereto, and the

therefrom shall extend and inure

deal, the day and year

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FROM  
Ada Brown et al.  
TO  
Lawrence Nat'l. Bank.  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 2 day of  
June, A. D. 1925. At 4:50 P. M.  
By *Isaac Wellman*  
Register of Deeds.  
Deputy. Fee Paid  
#588  
9.125

THIS INDENTURE, Made this 2nd day of June, in the year of our Lord, one thousand nine hundred and twenty five, between  
Ada Brown and C.M. Brown her husband  
of Lawrence in the County of Douglas and State of Kansas.  
part 108 of the first part, and  
The Lawrence National Bank, Lawrence Kansas.  
part y of the second part.  
WITNESSETH, that the said part 108 of the first part, in consideration of the sum of  
Five hundred and no/100 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:

The south west quarter (SW¼) of section twelve (12) Township thirteen (13)  
Range eighteen (18).

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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Subject to Mtg. \$2500.00

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 108 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 y of the second part, the law, 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 108 of the first part shall fail to pay such taxes when the same become due and payable and 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

Five 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 2nd day of June 19 25

and by 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 108 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment 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 hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the rents and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 108

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 108 of the first part have hereunto set their hand, s. and seal the day and year last above written.

Ada Brown. (SEAL)

C.M. Brown. (SEAL)

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