

31978 BOOK 89

MORTGAGE

(No. 52 K)

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

This Indenture, Made this 6th day of January, in the year of our Lord one thousand nine hundred and Forty Seven between

Major W. Farris, and Mary Jane Farris, his wife, as joint tenants with right of survivorship and not as tenants in common.

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

part 1e3 of the first part, and _____ and Easton State Bank, A corporation,

part y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of

Twelve 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:

Lot Eighty-seven (87) and the

South One-half ($\frac{1}{2}$) of Lot Eighty-

Five (85) on Missouri Street in Block

Twenty-three (23) in that part of the City

of ~~###~~ Lawrence known as West Lawrence ,

in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 1.03 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.

It is agreed between the parties hereto that the part 1.6 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 the part 1.7 shall keep the buildings upon said real estate insured against fire and lightning and by such insurance company as shall be specified and directed by the part 1.8 of the second part, the loss, if any, made payable to the part 1.9 of the second part to the extent of their interest. And in the event that said part 1.6 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 1.9 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

Twelve Hundred and no/100----- DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of January 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 1.03 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, intended, 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 herein contained, shall become due and payable, and the same shall be paid to the said mortgagee, or to the assignee of the said mortgagee, or to the holder hereof, without notice, and it shall be lawful for the said party Y of the second part, OR ITS ASSIGNS, 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 of the principal sum of money and interest and costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said mortgagor, or his assigns, on demand, to the first party OR ITS ASSIGNS.

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 has 59 hereunto set their hand 8 and seal 5 the day and year last above written.

Majors W. P. Panto (SEAL)
Mary Jane Larric (SEAL)

STATE OF Kansas
COUNTY OF Leavenworth } ss.

Be It Remembered, That on this 6th day of January A. D. 19 17

before me, a Notary Public in the aforesaid County and State

came Major W. Farris and Mary Jane Farris

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.

Theresa Thompson
Notary Public

My Commission Expires.....October 29.....19 49

Recorded January 13, 1947 at 11:30 A.M.

Harold A. Beck Register of Deeds.