

31135 BOOK 89

M O R T G A G E

This indenture, made this 15th day of January, 1948,
by and between John H. Verburg and Eldora L. Verburg, his
wife, of Lawrence, County of Douglas, State of Kansas,
parties of the first part, and Herman Verburg, party of
the second part.

WITNESSETH, that the said parties of the first part
for and in consideration of the sum of Fifty-three Hundred
Dollars (\$5300.00) to them in hand paid by the party of the
second part, the receipt whereof is hereby acknowledged,
has granted, bargained and sold, and by these presents does
grant, bargain, sell, convey and confirm unto the said party
of the second part, to his heirs and assigns, forever, the
following described real estate situated in Douglas County,
Kansas, to-wit:

South 21 feet of Lot 6, and the North 37
feet of Lot 7, Block 26, Sinclair Addition,
City of Lawrence, Douglas County, Kansas.

To have and to hold the same, with all and singular the
hereditaments and appurtenances thereunto belonging or in
any wise appertaining, unto the said party of the second
part, and to his heirs and assigns, forever.

And the said parties of the first part do hereby cov-
enant 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 in the quiet and peaceable possession
of said party of the second part, his heirs and assigns,
forever, against the lawful claims of all persons whom-
soever:

Provided, always, and this instrument is made, executed
and delivered upon the following conditions, to-wit:

FIRST: Said parties of the first part are justly in-
debted unto the said party of the second part in the principal
sum of Fifty-three Hundred Dollars (\$5300.00), lawful money
of the United States of America, being for a loan thereof
made by the said party of the second part to the said parties
of the first part and payable according to the tenor and
effect of one certain mortgage real estate note executed
and delivered by the said parties of the first part, bearing
date of December 15, 1948, and payable to the order of
said Herman Verburg at his place of residence in the State
of Iowa, with interest thereon from date until maturity at
the rate of four percent (4%) per annum, interest payable
monthly on the first day of February, 1947, and payable on
the first day of each following month during the tenor of
this note, said note to be payable ten (10) years from the
date hereon.

SECOND: Said parties of the first part hereby agree
to pay all taxes and assessments levied upon said premises
when the same are due and insurance premiums for the amount
of insurance necessary to secure this loan and if not so paid
the said party of the second part or the legal holder or
holders of this mortgage may, without notice, declare the
whole sum of money herein secured due and payable at once,
or may elect to pay such taxes, assessments, and insurance
premiums; and the amount so paid shall be a lien on the