

33560 BOOK 93

(7-2-22)

P. J. Berke, Publisher of Legal Blanks, Lawrence, Kansas

MORTGAGE

This Indenture, Made this 24th day of September in the year of our Lord one thousand nine hundred and forty-seven between Robert Taylor and Fern Mary Taylor, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and The Lawrence Building and Loan Association

part y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Four thousand and no/100 DOLLARS

to them July 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:

Beginning at a point nine (9) rods South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section nineteen (19) Township twelve (12), Range twenty (20), thence East forty (40) rods, thence North four (4) rods, thence East forty (40) rods, thence South twenty (20) rods, thence West eighty (80) rods, thence North sixteen (16) rods to place of beginning, containing nine (9) acres more or less; less that part of the above described tract of land described as beginning at a point nine (9) rods South of the Northwest corner of the Southwest quarter of the Northeast quarter of Section 19, Township 12, Range 20, thence East One hundred fifty-four (154) feet, thence South One hundred ninety (190) feet, thence West One hundred fifty-four (154) feet, to quarter section line, thence North on quarter section line One hundred ninety (190) feet to point of beginning containing .67 of an acre more or less.

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 on 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 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 becomes due and payable, and the said part y of the second part shall 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 part 108 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 Four thousand and no/100 DOLLARS, according to the terms of one certain note obligation for the payment of said sum of money, executed on the 24th day of September 1947, and by 158 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 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 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 costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y of the second part, making such sale, on demand, within two years after the date of the maturity of this indenture, and such every obligation therein contained, and all benefits accruing therefrom, shall extend and bind 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 by 158 between as their hand and seal, the day and year last above written.

Robert Taylor (SEAL)

Fern Mary Taylor (SEAL)

(SEAL)

(SEAL)