

MORTGAGE

33580 BOOK 93

(No. 22 8)

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

This Indenture, Made this

first

day of

March

in the

year of our Lord one thousand nine hundred and

forty-seven

between

Robert P. Leptad and Melba Leptad, his wife,

of Lawrence

in the County of Douglas

and State of Kansas

parties of the first part, and

The First National Bank of Lawrence

part y of the second part.

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

Two thousand and no/100

(\$2000.00) 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 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 Southeast one-quarter (SE 1/4) of Section 5, Township 12 Range 20.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 of good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a real estate mortgage payable to The First National Bank of Lawrence, Lawrence, Kansas, for \$2000.00, dated Feb. 20 1916.

It is agreed between the parties hereto that the part 1st 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 the 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 cost of which shall be paid by the part y of the second part to the extent of the insurance. And in the event that said part y 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two thousand and no/100

DOLLARS.

according to the terms of said certain written obligation for the payment of said sum of money, executed on the first

day of

March

1917, and by

the

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 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 1st 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 premises and to sell the same, with or without notice, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all money 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 to the part 1st of the first part, or to such other party as may be designated in writing by the part y of the second part.

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 1st of the first part has hereunto set their hand and seal, the day and year last above written.

Robert P. Leptad (SEAL)

Melba Leptad (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

ss.

Be It Remembered, That on this 1st day of March A.D. 1917

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

came Robert P. Leptad and Melba Leptad, 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.



Edwin H. Hager (SEAL)
Notary Public

My Commission Expires May 16, 1918

Recorded September 26, 1917 at 11:40 A. M.

Release
I, the undersigned, agree to the within mortgage and do hereby acknowledge receipt of the same and do hereby acknowledge that the same is a valid and legal mortgage and that the same is not subject to any lien or claim of any person or persons other than the mortgagee named herein.
(Camp Seal)
Harold A. Beck
Notary Public
By George H. Beck
May 16, 1918