

MORTGAGE

(No. 52 M)

33765

Book 93

J. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 16th day of October, 1947, in the year of our Lord one thousand nine hundred and forty-seven, between

Gladys Isabell Hutchison and George Irvin Hutchison, her husband

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

parties of the first part, and The Lawrence Building and Loan Association

parties of the second part.

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

Six 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 parties 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 thirty-three (33) feet of Lot Number One hundred eighty-two (182) on Massachusetts Street in the City of Lawrence

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

And the said parties 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 owner of a good and indefeasible estate of insurance therein, free and clear of all incumbrances, except a mortgage for \$2500.00 given to The Lawrence Building and Loan Association on February 6, 1947 and recorded on Feb. 10, 1947 in book 91 at page 593 of the records of the Register of Deeds of Douglas County, Kansas.

It is agreed between the parties hereto that the parties 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 that the parties 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 parties of the first part. And in the event that said parties 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 parties 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 Six 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 16th day of October, 1947, and by its terms made payable to the parties 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 parties 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 parties 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 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 parties 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 profits 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 due to them on principal and interest, together with the costs and charges incident thereto, and the surplus, if any, there be, shall be paid by the parties of the first 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 parties of the first part have hereunto set their hands and seal on the day and year last above written.

Gladys Isabell Hutchison (SEAL)
George Irvin Hutchison (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 17th day of October, A.D. 1947,

before me, a Notary Public in the aforesaid County and State, came Gladys Isabell Hutchison and George Irvin Hutchison, her husband

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.

My Commission Expires April 21, 1950

1950

Notary Public

Recorded October 17, 1947 at 2:30 P.M.

Harold A. Beck Register of Deeds.