

Reg. No. 5055
Fee Paid \$7.25

MORTGAGE		33781 BOOK 93 (No. 52 K)	F. J. Hayley, Publisher of Legal Books, Lawrence, Kansas
<p>This Indenture, Made this <u>18th</u> day of <u>October</u>, in the year of our Lord one thousand nine hundred and <u>Forty-seven</u>, between <u>Electa Kindlesperger, a single person</u></p>			
<u>of, Lawrence</u> , in the County of <u>Douglas</u> , and State of <u>Kansas</u> , part <u>Y</u> of the first part, and <u>The Lawrence National Bank of Lawrence, Kansas</u> , part <u>Y</u> of the second part.			
<p>Witnesseth, that the said part <u>Y</u> of the first part, in consideration of the sum of <u>TWENTY EIGHT HUNDRED FIFTY EIGHT & 06/100</u> DOLLARS to <u>her</u> duly paid, the receipt of which is hereby acknowledged, has <u>sold</u>, and by this indenture do <u>GRANT, BARGAIN, SELL and MORTGAGE</u> to the said part <u>Y</u> of the second part, the following described real estate situated and being in the County of <u>Douglas</u>, and State of <u>Kansas</u>, to-wit:</p>			
<p><u>Lot No. One Hundred Thirty Four (134) on Tennessee Street in the City of Lawrence.</u></p>			
<p>with the appurtenances and all the estate, title and interest of the said part <u>Y</u> of the first part therein.</p>			
<p>And the said part <u>Y</u> of the first part do <u>hereby covenant and agree</u> that at the delivery hereof <u>she is</u> the lawful owner of the premises above granted, and subject of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.</p>			
<p><u>No Exceptions</u></p>			
<p>and that <u>she</u> will warrant and defend the same against all parties making lawful claim thereto, that may be levied or assessed against said real estate when the same becomes due and payable, and that <u>she</u> will 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 said part <u>Y</u> of the second part, and shall pay the premium thereon to the said part <u>Y</u> of the second part to the extent of <u>1 1/4</u> percent interest. And in the event that said part <u>Y</u> of the second part shall fail to pay such premium on the same becoming due and payable or to keep said premium insured as herein provided, then the part <u>Y</u> of the second part may pay said taxes and insurance, or either, and the same shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of <u>10%</u> from the date of payment until fully repaid.</p>			
<p>THIS GRANT is intended as a mortgage to secure the payment of the sum of <u>TWENTY EIGHT HUNDRED FIFTY EIGHT & 06/100</u> DOLLARS, according to the terms of <u>a certain written obligation</u> for the payment of said sum of money, executed on the <u>18th</u> day of <u>October</u>, A.D. <u>1947</u>, and by <u>its</u> terms made payable to the part <u>Y</u> 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 <u>Y</u> 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 <u>Y</u> of the first part shall fail to pay the same as provided in this indenture.</p>			
<p>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 and 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 destroyed as goes beyond as they are now, or if wages are not paid on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid by all the time herein provided for in said written obligation, and the time of 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 <u>Y</u> of the second part <u>AT THE AGENTS OR ASSIGNEES</u> take possession of the said premises and all the improvements thereon in the manner provided by law, and to sue and recover appointed to collect the rents and benefits accruing the same, and to pay the principal and interest, together with the costs and charges incident thereto, and the expenses, if any there be, shall be paid by the party holding the same, and delivered to the said part <u>Y</u>.</p>			
<p>It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and <u>all benefits</u> resulting therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assignees and successors of the respective parties hereto.</p>			
<p>In Witness Whereof, the part <u>Y</u> of the first part has hereto set her hand and seal... the day and year last above written.</p>			
<p><i>Electa Kindlesperger</i></p>			
<p>STATE OF <u>Kansas</u> COUNTY OF <u>Douglas</u> ss.</p>			
<p>Do It Remembered, That on this <u>18</u> day of <u>October</u>, A.D. <u>1947</u>, before me, a <u>Notary Public</u> in the aforesaid County and State, came <u>Electa Kindlesperger, a single person</u></p>			
<p>to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.</p>			
<p>IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the <u>March 16th</u>, 1950.</p>			
<p><i>Howard Clossman</i> Notary Public</p>			
<p>My Commission Expires <u>March 16th, 1950</u></p>			

Recorded October 20, 1947 at 2:05 P.M.



Warren A. Black Register of Deeds.