

MORTGAGE

3340 Book 93

(No. 33 R)

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This Indenture, Made this 3d day of November, in the year of our Lord one thousand nine hundred and forty-seven, between Perry Kitsmiller and Martha Kitsmiller, husband and wife, and Elva Kitsmiller, a single woman

of Lawrence, in the County of Douglas and State of Kansas part 16S of the first part, and The Lawrence Building and Loan Association part Y of the second part.

Witnesseth, that the said part 16S 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, has ve 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:

Lot number One hundred fifty-two (152) on Louisiana Street in the City of Lawrence, being street number 920 Louisiana Street

with the appurtenances and all the estate, title and interest of the said part 16S of the first part therein.

And the said part 16S of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and vested of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereon, that may be levied or asserted against real estate when the same becomes due and payable, and that they will keep the buildings upon and real lots, if any, made payable to the part Y of the second part, in good repair, and pay all taxes and assessments, as shall be specified and directed by the part Y of the second part, real taxes to be paid to 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 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 3d day of November 1947, and by 16S 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 16S 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 defaults be made in any payment or in the payment of interest or in the 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 interest is not kept up, 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 void, and the holder hereof shall have the right to repossess the same, and 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 thereon; and to sell the premises thereby 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 on principal and interest, and to pay the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 16S.

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 16S of the first part ve hereto set their hands and seals the day and year last above written.

Perry Kitsmiller (SEAL)
Martha Kitsmiller (SEAL)
Elva Kitsmiller (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

He is Remembered, That on this 3rd day of November A.D. 1947 before me, a Notary Public, in the aforesaid County and State, came Perry Kitsmiller and Martha Kitsmiller, husband and wife and Elva Kitsmiller, a single woman, to me personally known to be the same person S 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.

L. E. Taylor

This instrument was written on the original mortgagor entered this 14th day of August, 1947.
My Commission Exp. Sept. 1, 1948
R. L. Deeds
Notary Public

Received November 3, 1947 at 11:00 A.M.
Recorded November 3, 1947 at 11:00 A.M.
Reed G. Beck Register of Deeds.