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Reg. No. 6001
Fee Paid \$3.75

MORTGAGE

33989 Book 93
(No. 52 K)

F. J. Davis, Publisher of Legal Blanks, Lawrence, Kansas.

This Indenture, Made this 7th day of November, 1947, in the year of our Lord one thousand nine hundred and forty-seven between Ivan Eugene Higgins and Lois Higgins, his wife

of Lawrence, in the County of Douglas and State of Kansas
part 1st of the first part, and The Lawrence National Bank of Lawrence, Kansas
part 2 of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Fifteen 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 part 2 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing 30 rods South of the Northwest corner of the South Fractional Half of the Northeast Fractional Quarter of Section Five (5), Township Thirteen (13), South Range Twenty (20) East of the Sixth Principal Meridian; thence East 16 rods, thence South 10 rods, thence West 16 rods, thence North 10 rods to the place of beginning containing one acre.

with the appurtenances and all the estate, title and interest of the said parties 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 owner & of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 2 of the second part shall at all times during the life of the 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 they 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 part 2 of the second part, the less, if any, made payable to the part 2 of the second part to the extent of the interest. And in the event that said part 2 of the second 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 1 of the first 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 Fifteen Hundred and no/100 ----- DOLLARS,

according to the terms of Q99 certain written obligation for the payment of said sum of money, executed on the 7th day of November 1947, and by its terms made payable to the part 2 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 2 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 1 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 this obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, 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, 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 2 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 2 of the second part, making such sale, on demand, to the first part 1st.

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 & seal, the day and year last above written.

Ivan Eugene Higgins (SEAL)
Lois Higgins

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 7th day of November 1947 before me, a Notary Public in the aforesaid County and State, came Ivan Eugene Higgins and Lois Higgins, his wife

to me personally known to be the same person & 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.

Howard C. Roeman
Notary Public



Recorded November 18, 1947 at 11:40 A.M.

James A. Beck Register of Deeds.