

150-3251

E. J. Flanagan, Publisher of Local News, Lawrence, Kansas

• Made this

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association

part V of the second part

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

Three thousand 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 - - - - - of the second part, the following described
real estate situated and being in the County of - - - - - and State of - - - - -

Beginning four hundred sixty-six and six tenths (466.6) feet North and twenty-nine and eight tenths (29.8) feet East of the Southwest corner of the Southeast quarter of Section 6, Township 18, Range 40, Douglas County, Kansas; thence North one hundred sixty-seven and eight tenths (167.8) feet; thence East Three hundred (300) feet; thence North fifty (50) feet; thence West Three hundred (300) feet; thence South fifty (50) feet.

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

And the said part ES of the first part do hereby covenant and agree that at the delivery hereof being 1996 the lawful owner of the premises above granted, and seized 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 2.00 of the first part shall at all times during the life of this indenture, pay all the assessments that may be levied or assessed against said real estate when the same become due and payable, and that the first part shall also pay all the assessments on the real estate insured against fire and theft and on such other sums as may be levied or assessed against the same, and the buildings owned and used by the first part, and shall make payable to the part 2.00 of the second part the sum that may be specified and delivered by the part 2.00 of the second part, the part 2.00 of the second part to the extent of 10.00 interest. And in the event that said part 2.00 of the first part fails to pay, such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 2.00 of the second part may pay said taxes and insurance, ce interest 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 Three thousand and no/100 -- --

_____ DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the last day of November 1947, and by its 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 ES 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 provided, 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, and if the buildings on and said real estate are not kept in good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the said sum remaining unpaid, and all interest thereon, shall be due and payable by the obligor to the obligee for the principal sum so due and unpaid, and for the interest thereon, and for the expenses of this deed, and for the expenses of the collection of the same, and for the expenses of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part of the premises to take possession of the said premises and all the improvements thereon in the manner provided by law and also to have a receiver appointed to collect the rents and benefits accruing thereon; and to sell the premises hereby granted, or any part thereof, in the manner provided by law, and out of all moneys arising from such sale to retain the sum of \$ for the principal sum so due and unpaid, and for the interest thereon, and for the expenses of this deed, and for the expenses of the collection of the same, and for the expenses of the holder hereof, making such sale, on demand, to the first part X of the second part of the premises.

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

In-Witness Whereof, the part 105 of the first part he VE hereunto set WILL R hand, S and seal S the day and year last above written.

Edward L. Smith (SEAL)
Barbara Burnett (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered, That on this 25th day of November A.D. 19 47
before me, a Notary Public in the aforesaid County and State,
came Howard E. Burnett and Barbara Burnett, husband and
wife

to me personally known to be the same person⁸ 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 19 50

Harold P. Beck Registrar of Deeds