

34179

BOOK 93

MORTGAGE

(No. 518)

F. J. Boyler, Publisher of Legal Blank, Lawrence, Kansas

This Indenture, made this \_\_\_\_\_ day of \_\_\_\_\_, in the

year of our Lord, one thousand nine hundred and \_\_\_\_\_, between

Curtis E. Wilson and Louise M. Wilson, his wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and First National State Bank, Kansas

part \_\_\_\_\_ of the second part

Witnesseth, that the said part \_\_\_\_\_ of the first part in consideration of the sum of

Two thousand and no/100

DOLLARS,

to \_\_\_\_\_ 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 Kansas, to-wit:

Lots 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, and 73, in

Addition 6, in the report of the City of Lawrence, formerly known as North Lawrence,

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

And the said part \_\_\_\_\_ of the first part do hereby covenant and agree that at the delivery hereof \_\_\_\_\_ 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 and that they will warrant and defend the same against all parties making lawful claim thereto, or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that \_\_\_\_\_ 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 \_\_\_\_\_ of the second part; the loss, if any, made payable to the part \_\_\_\_\_ of the second part to the extent of \_\_\_\_\_ interest. And in the event that said part \_\_\_\_\_ of the first part shall fail to pay such taxes when the same become due and payable, 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

Two thousand and no/100

DOLLARS,

according to the terms of \_\_\_\_\_ certain written obligation for the payment of said sum of money, executed on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and by \_\_\_\_\_ terms made payable to the part \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 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 \_\_\_\_\_ 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 \_\_\_\_\_ making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provision 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 hand and seal the day and year last above written.

Curtis E. Wilson (SEAL)  
Louise M. Wilson (SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss:

Be It Remembered, That on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in the aforesaid County and State, came Curtis E. Wilson and Louise M. Wilson

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.

My Commission Expires May 16, 1943

My Commission Expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_



19\_\_\_\_

Notary Public

Nancy A. Beck, Register of Deeds.