

MORTGAGE

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H. L. Berran, Publisher of Local Blasts, Lawrence, Kansas

This Indenture, Made this 13th day of December, in the
year of our Lord one thousand nine hundred and Forty-seven between
Kenneth G. Kempter, a single man

of Lawrence, in the County of Douglas and State of Kansas.
part V of the first part, and The Lawrence National Bank of Lawrence, Kansas

Witnesseth, that the said part Y of the first part, in consideration of the sum of
FOUR HUNDRED FIFTY DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, ha^s 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 Deuel and State of Kansas, to-wit:

Beginning at a point 200 feet North of the SW corner of Block 29 in West Lawrence, thence East 200 feet, thence North 100 feet to the center East and West line of said Block, thence West 200 feet to the West line of said Block, thence South on said West line 100 feet to the point of beginning, in the City of Lawrence.

"This loan is given to secure the payment of part of the purchase price of said property."

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

And the said part Y of the first part do as hereby covenant and agree that at the delivery hereof no is the lawful owner of the premises above granted, and beiseid of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No Exceptions

It is agreed between the parties hereto that the part of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that the shall keep the buildings upon said real estate insured against fire by a company or companies approved by the and by the and shall pay the cost of such insurance. In the event that the shall lose, if made payable to the part of the second part to the extent of A.M.A. 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 or to keep said premises insured as herein provided, then the part of the second part shall pay such taxes or interest, and the amount so paid shall be a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of per cent. from the date of such payment until the same is paid in full.

THIS GRANT is intended as a mortgage to secure the payment of the sum of FOUR HUNDRED FIFTY DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13th day of December 19 47, and by 118 terms made payable to the said v 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 v 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 v of the first part shall fail to pay the same as provided in this instrument.

And this conveyance shall be void such payments be made as herein specified, and the obligation contained herein fully discharged. If default be made in such payments or any part thereof or any obligation granted thereby, or if the taxes on said estate are not paid until 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 not kept in as good repair as they now are, or if it seems to be committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein contained shall become due and payable forthwith, and the said mortgage shall be a lien in law upon the premises, and the holder thereof shall have the option of selling the same, and the proceeds thereof to be applied to the payment of the said debt, and the balance to be paid to the holder herein, without notice, and it shall be lawful for the said part Y of the second parties agents or assignees to call for the said debt and the said premises and all the improvements thereon in the manner provided by law to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the said 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 sum of one hundred and fifty thousand dollars and the balance to be paid to the said part Y of the second parties agents or assignees, making such sale, as demanded, to the first part Y of the second parties.

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 bind 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 2 of the first part has herunto set her hand and seal, the day and year last above written.

Kenneth G Kemster (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 13th day of December A. D. 1947.
before me, a Notary Public in the aforesaid County and State
came Kenneth G. Kempter, a single man

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.

Mr. [illegible]

March 18th 1950

Harold A. Beck Register of Deeds

at August
1947
Donald A. Peak
Hon. of Woods
Donating Wilds