

MORTGAGE

34220 BOOK 93
(Ch. 23 2)

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This Indenture, Made this 11th day of December in the year of our Lord one thousand nine hundred and forty four between Carl Otto and Denoria June Otto, his wife and Orville H. Midyett and Dorothy Helen Midyett of Lawrence in the County of Douglas and State of Kansas part ies of the first part, and The Morgan Mack Motor Co.

part y of the second part.
Witnesseth, that the said part y of the first part, in consideration of the sum of Two thousand three hundred and no/100 \$ 2,300.00 DOLLARS to THEM duly paid, the receipt of which is hereby acknowledged, he VS 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: The South 50 feet of lot 1 in addition No. 1, less the East 70 feet thereof, less that part taken for highway and described as follows: Beginning at the Southwest corner of said lot 1, thence East 40.5 feet, thence North 21.55 feet to a point on the North line of said lot 1, thence East 82.5 feet to the Northwest corner of said lot 1, thence South 102 feet to the place of beginning, containing .14 acres, more or less, in the part of the city of Lawrence, known as North Lawrence,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.
And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised 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 persons making lawful claim thereon.
It is agreed between the parties hereto that the part ies 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 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 y of the second part, the same insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the part ies 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 y of the second part may pay said taxes and insurance, or other, 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 three hundred and no/100 DOLLARS, according to the terms of A certain written obligation for the payment of said sum of money, executed on the 11th day of December, 1944, 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 ies 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 ies 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 paid when 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 are when it is executed, or if the insurance is not kept up, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for by 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 y 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 thereon, 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 or sales the amount then unpaid of principal and interest, together with the costs and charges incident thereon, and the surplus, if any there be, shall be paid by the part y of the second part to the part ies of the first part.

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 ies of the first part by 20 hereunto set their hand s and seal s the day and year last above written.

Carl Otto (SEAL)
Denoria June Otto (SEAL)
Orville H. Midyett (SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.



Be It Remembered, That on this 11th day of December A. D. 1944 before me, a Notary Public in the aforesaid County and State, came Carl Otto & Denoria June Otto, his wife and Orville H. Midyett & Dorothy Helen Midyett to me personally known to be the same persons 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.

July 17, 1950 1950 J. H. Boyer Notary Public

Harold A. Beck Register of Deeds