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Ref. No. 6043  
Fee paid \$3.00

## **MORTGAGE**

34257 BOOK 93

**F. J. Haynes, Publisher of Legal Blanks, Lawrence, Kansas**

This Indenture, Made this 30th day of December, in the year of our Lord one thousand nine hundred and forty-seven, between Ethel W. Owen, a single woman

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

Witnesseth, that the said part Y of the first part, in consideration of the sum of twelve hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> 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 DOUGLASS and State of Kansas, in-wit: Lot twenty (20) in Bew's Addition to the City of Lawrence

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 above hereby covenant and agree that at the delivery hereof she is \_\_\_\_\_ the lawful owner of the premises above granted, and seated 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        of the first part shall at all times remain the property of the endorsee, payable to all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that the endorsee        keep the buildings upon said real estate, unassured, against fire and tornado in such sum and by such insurance company as the endorsee shall select and direct in the part        of the second part, the sum of        to be paid to the endorsee for the protection of the property in the part        of the second part, shall fail to pay such taxes when the same become due and payable or to keep said premises insured as required, then the part        of the first part may pay such taxes or 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        from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twelve hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th day of December, 1927 and by itself terms made payable to the part Y of the second part, with all interest accruing according to the terms of said obligation and also to its terms made payable to the part Y of the second part, by the said part Y to pay for insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part Y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments are made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or if the insurance is not kept up, or if maintenance, or if the taxes on said real estate are not paid when due, or if waste is committed, on said premises, then this conveyance shall become absolute as to the whole estate, unless unpaid, and all of the obligations of the holder hereof, without notice, and it shall be lawful for the said party, Y, to take possession of the said premises and all the improvements thereon in the manner provided by law add to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the same at such freely given, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain said party, Y, making such sale, on demand, to the first party, Y.

**In Witness Whereof**, the day of the first part has been set her hand and  
the day and year last above written.

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss



**Be It Remembered.** That on this 30th day of December A.D. 1947, before me, a Notary Public in the aforesaid County and State, came Ethel W. Owen, a single woman.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the

My Commission Expires April 21 1950

**Notary Public**

Recorded December 30, 1947 at 1:25 P. M.

2. The undersigned, money or the within mortgage, to hereby sign, file, & enter the full amount  
of this mortgage of record, located this 10th day of October, 1912. Witness: *Petayer*  
*West: Eugene L. Seward* *Deacon's Building Interests Association* *Spalding Rock*  
*and Secretary* *from the name of Plaintiff* *Building*