

MORTGAGE
This Indenture, Made this 16th day of January, in the year of our Lord one thousand nine hundred and forty-eight, between Orville L. Edmonds and Margaret Edmonds, his wife

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

Witnesseth, that the said part 1st of the first part, in consideration of the sum of TWENTY FIVE HUNDRED DOLLARS, duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to wit:

Lots No. Three (3), Four (4) and Five (5), in West Manor in Ciren Court, an addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.
And the said part 1st of the first part, hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and of a good and lawful title thereto, free and clear of all encumbrances, and that they will warrant and defend the same against all parties having lawful claim thereon.

It is agreed between the parties hereto that the part 1st 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 lightning in such sum and by such insurance company as shall be specified and directed by the part 2nd of the second part, the loss of any, made payable to the part 2nd of the second part to the extent of 100% thereof. And if the part 1st 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 2nd of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness of the part 1st of the first part, 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 TWENTY FIVE HUNDRED DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 15th day of January, 1948, and by its terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment as 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 now, or if, while so covenanted, on said premises, then this covenant shall become absolute and the 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 part 2nd of the second part, without notice, and it shall be lawful for the said part 2nd 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 all 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 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 2nd of the second part, making such sale, according to the first part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 1st of the first part by Orville L. Edmonds hereunto set their hand and seal the day and year last above written.
Margaret Edmonds (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 16th day of January, A.D. 1948, before me, a Notary Public in the aforesaid County and State, came Orville L. Edmonds and Margaret Edmonds, his wife

to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution of the same.

I, Notary Public, 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 March 15th, 1950

Howard C. Osborn
Notary Public

Recorded January 19, 1948 at 10:20 A.M.

Ward A. Beck Registrar of Deeds.

3-Subscribed and sworn to before me, Notary Public, in the County of Douglas, State of Kansas, on this 16th day of January, 1948, at Lawrence, Kansas, in the presence of Orville L. Edmonds and Margaret Edmonds, his wife, who acknowledged to me that they executed the foregoing instrument and that they were the same persons as those named in the foregoing instrument.

Orville L. Edmonds
Margaret Edmonds