

Reg. No. 6168
Fee Paid \$1.50

MORTGAGE	34868	BOOK 94
(No. 52 K)		
P. J. Haylin, Publisher of Legal Blanks, Lawrence, Kansas		
<p>This Indenture, Made this 4th day of March, in the year of our Lord one thousand nine hundred and forty-eight, between John H. Lohman and Buena Vista Lohman, husband and wife.</p> <p>of Lawrence, in the County of Douglas, and State of Kansas parties of the first part, and The Lawrence Building and Loan Association part II of the second part.</p> <p>Witnesseth, that the said part I^{es} of the first part, in consideration of the sum of Six hundred fifty and no/100 DOLLARS 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 II^{es} of the second part, the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit:</p> <p>Lot forty-eight (48) less the North thirty-seven (37) feet thereof in the Northeast Central Sub-division of Six Acres in the Northeast Quarter of the Northwest quarter of the South West fractional Quarter of Section Twenty-nine (29), Township twelve (12), Range twenty (20) in that part of the City of Lawrence formerly known as North Lawrence.</p> <p>with the appurtenances and all the estate, title and interest of the said parties of the first part therein.</p> <p>And the said part I^{es} 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 are of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.</p> <p>It is agreed between the parties hereto that the part I^{es} of the first part shall be liable for the payment of the sum of Six hundred fifty and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of March, 1948, and by I^{es} terms made payable to the part II^{es} 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 II^{es} 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 I^{es} of the first part shall fail to pay such sum when the same become due and payable or to keep said premises insured as herein provided, then the part II^{es} of the second part shall have the right to take possession of the same and 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.</p> <p>THIS GRANT is intended as a mortgage to secure the payment of the sum of Six hundred fifty and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of March, 1948, and by I^{es} terms made payable to the part II^{es} 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 II^{es} 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 I^{es} of the first part shall fail to pay such sum when the same become due and payable or to keep said premises insured as herein provided, then the part II^{es} of the second part shall have the right to take possession of the same and 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.</p> <p>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 payment 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 now, or are not commanded on said premises, then the same shall become a part of the debt, and the whole sum remaining unpaid, and all the obligations created and for the said purpose, for the amount of which sum judgment may be recovered in law, shall be liable for the same and payment of the same to the holder hereof, without notice, and shall be lawful for the said part II^{es} 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 profits accrued 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 on principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part II^{es} of the second part to the person entitled thereto. 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.</p> <p>In Witness Whereof, the parties of the first part have hereunto set their hands and sealed the day and year last above written.</p> <p style="text-align: right;">John H. Lohman (SEAL) R. M. T. R.</p> <p>STATE OF KANSAS COUNTY OF DOUGLAS } ss.</p> <p>Be it Remembered, That on this 4th day of March A.D. 1948 before me, a Notary Public in the aforesaid County and State, came John H. Lohman and Buena Vista Lohman, husband and wife</p> <p>to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.</p> <p>IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.</p> <p style="text-align: right;">L. E. Eby Notary Public</p> <p>My Commission Expires April 21, 1950.</p>		



My Commission Expires April 21, 1950.

March 22, 1948 at 8:15 A. M.
Harold A. Beck
Register of Deeds