

MORTGAGE

No. 52 R

A. J. Spence, Publisher of Lead Sheet, Lawrence, Kansas

This Indenture

made this _____ day of _____ 1948, in the County of _____ and State of _____

of the first part, and _____ of the second part.

Witnesseth, that the said _____ of the first part, in consideration of the sum of _____ Dollars

to _____ duly paid, the receipt of which is hereby acknowledged, have well and by this Indenture do hereby GRANT, BARGAIN, SELL, and MORTGAGE to the said _____ of the second part, the following described real estate situated and being in the County of _____ and State of _____

with the appurtenances and all the estate, title and interest of the said _____ in and to the first part therein.

And the said _____ of the first part do hereby covenant and agree that at the delivery hereof _____ the lawful owner of the premises herein granted, shall and lawfully shall in this Indenture thereon, the first part of all appurtenances, and that _____ shall warrant and defend the same against all persons making lawful claim thereon.

It is agreed between the parties hereto that the said _____ of the first part shall at all times during the term 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 _____ shall keep the buildings upon said real estate insured against fire and thefts in such sum and by such insurance company as shall be named and directed by the _____ of the second part. And in the event that said _____ of the first part shall fail to pay such taxes when the same become due and payable or to keep and maintain such insurance, then the _____ of the second part may pay said taxes and 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 10% from the date of payment until fully repaid.

THIS GRANT is made in a mortgage to secure the payment of the sum of _____ Dollars, according to the terms of _____ certain written obligation for the payment of said sum of money, executed on the _____ day of _____ 1948, by _____ of the second part, with all and accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said _____ 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 _____ 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 so secured be fully paid, discharged, or if the said _____ of the first part shall at any time during the term 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 if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept insured against fire and thefts in such sum and by such insurance company as shall be named and directed by the _____ of the second part, then this covenant shall become absolute and the whole sum remaining unpaid, and all the obligations and demands of the said _____ of the second part, 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 _____ of the second part to cause a receiver to be appointed to collect the rents and profits of the said premises and all the improvements thereon in the manner provided by law and to receive the same and to sell the same and to use the proceeds thereof to pay the said _____ of the second part the amount they are owed of principal and interest, together with the costs and charges incident thereto, and the principal, if any, then due, shall be paid by the said _____ 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 assigns of the respective parties hereto.

In Witness Whereof, the part _____ of the first part has hereunto set _____ hand and seal this day and year last above written.

_____ (SEAL)
_____ (SEAL)

STATE OF _____
COUNTY OF _____

Be It Remembered, That on this _____ day of _____ A. D. 1948, before me, a _____ in the aforesaid County and State, came _____ who executed the foregoing instrument and 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.

My Commission Expires _____ Notary Public