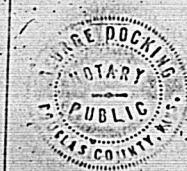


Reg. No. 6222
Fee Paid \$2.50

MORTGAGE		35107 BOOK 94
(No. 52 K)		
<p>This Indenture, Made this <u>seventeenth</u> day of <u>April</u>, in the year of our Lord one thousand nine hundred and <u>forty-eight</u>, between</p>		
<p>of <u>Lawrence</u>, in the County of <u>Douglas</u> and State of <u>Kansas</u></p>		
<p>part <u>1</u> of the first part, and <u>The First National Bank of Lawrence</u> part <u>2</u> of the second part.</p>		
<p>Witnesseth, that the said party <u>1</u> of the first part, in consideration of the sum of <u>One thousand and no/100 (\$1000.00)</u> DOLLARS to <u>her</u> duly paid, the receipt of which is hereby acknowledged, has <u>sold</u>, and by this indenture do <u>es</u> GRANT, BARGAIN, SELL and MORTGAGE to the said Part <u>2</u> of the second part, the following described real estate situated and being in the County of <u>Douglas</u> and State of Kansas, to-wit:</p>		
<p><u>Lot eighty-eight (88) on Vermont Street in the city of Lawrence,</u></p>		
<p>with the appurtenances and all the estate, title and interest of the said part <u>1</u> of the first part therein.</p>		
<p>And the said part <u>1</u> of the first part do <u>es</u> hereby covenant and agree that at the delivery hereof <u>she is</u> the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,</p>		
<p>and that <u>she</u> will warrant and defend the same against all parties making lawful claim thereto.</p>		
<p>It is agreed between the parties hereto that the part <u>1</u> of the first part, shall at all times during the life of this indenture, pay all taxes or assessments made in and upon said real estate as such same may be assessed by such insurance company as shall be specified and directed by the part <u>2</u> of the second part, the loss, if any, made payable to the part <u>2</u> of the second part to the extent of <u>10%</u> interest. And in the event that said part <u>1</u> of the first part shall fail to pay such taxes when the same become due and payable, and the rents and premises insured as herein provided, then the part <u>2</u> 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 <u>10%</u> 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 <u>One thousand and no/100</u> DOLLARS, according to the terms of <u>one</u> certain written obligation for the payment of said sum of money, executed on the <u>seventeenth</u> day of <u>April</u>, <u>1948</u>, and by <u>her</u> terms made payable to the part <u>2</u> 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 <u>2</u> 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 <u>1</u> of the first part shall fail to pay the same as provided in this indenture.</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 any payment to the part <u>2</u> 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 any insurance premium, or any other expense, is not paid, as provided herein, or if the buildings on said real estate are not kept in a good repair, as they are now, or if waste is committed on said premises, that the same shall be abated, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall become mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part <u>2</u> 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 receiver appointed to collect the rents and benefits accruing thereon, and to sell the same for the sum of <u>one thousand dollars</u>, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to pay the amount then unpaid of principal and interest, with the costs and charges incident thereto, and the overplus, if any, there be, shall be paid by the part <u>2</u> making such payment, on demand, to the first party.</p>		
<p>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 run 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 part <u>1</u> of the first part has <u>her</u> hereunto set <u>her</u> hand and <u>and</u> the day and year last above written.</p>		
<p style="text-align: right;"><u>Alois E. Newhouse</u> (SEAL)</p>		
<p>STATE OF <u>KANSAS</u> COUNTY OF <u>DOUGLAS</u> } ss.</p>		
<p>Be It Remembered, That on this <u>17th</u> day of <u>April</u>, A.D. <u>1948</u>, before me, a <u>Notary Public</u> in the aforesaid County and State, came <u>Alois E. Newhouse a widow</u>,</p>		
<p>to me personally known to be the same person, 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;"><u>George Dockins</u> Notary Public</p>		
<p>My Commission Expires July 13, 1948</p>		



My Commission Expires July 13, 1948

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