

35113 BOOK 94

MORTGAGE

(No. 52 K)

V. F. Boykin, Publisher of Legal Blankets, Lawrence, Kansas

This Indenture, Made this Twenty-ninth day of March, in the year of our Lord one thousand nine hundred and forty-eight, between Max Laptad and Margaret Laptad, his wife,

of \_\_\_\_\_ in the County of Douglas and State of Kansas, part ien of the first part, and The First National Bank of Lawrence

part Y of the second part.

Witnesseth, that the said part ien of the first part, in consideration of the sum of Four thousand five hundred and no/100 (\$4,500.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, do sell, 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 Douglas and State of Kansas, to-wit:

The South one-half ( $\frac{1}{2}$ ) of the North two-thirds ( $\frac{2}{3}$ ) of the Southeast one-quarter ( $\frac{1}{4}$ ) of Section 12, and Beginning fifty-three and one-third ( $\frac{2}{3} \frac{1}{3}$ ) rods North of the Northwest corner of the Southeast one-quarter ( $\frac{1}{4}$ ) of Section 12; thence North 12 rods, thence West 13 $\frac{1}{2}$  rods; thence South 12 rods; thence East 1 $\frac{1}{2}$  rods, to beginning, all in Town 12 South, Range 19 East of the 6th P.M.

with the appurtenances and all the estate, title and interest of the said part ien of the first part therein.

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and vested 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 Y 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 on said real estate, and same become due and payable, and that they will keep the buildings upon said real estate in good repair from time to time, and by such insurance company as shall be agreed and directed by the party Y of the second part, the loss, if any, made payable to the party Y of the second part for the extent of ten per cent. And it is further agreed that said part Y 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 party Y of the second part may pay said taxes and insurance, 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 intended as a mortgage to secure the payment of the sum of Four thousand five hundred and no/100 - DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 29th day of March 1948, and by its terms made payable to the party Y 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 party Y 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 party Y of the first part shall fail to pay the same as provided in this indenture.

And that conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in payment of any part thereof or in any obligation created thereby, or if any taxes or assessments on said real estate are not paid when the same become due and payable, and if insurance is not kept up, as provided herein, or if the buildings upon said real estate are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in written obligation, for the security of which this indenture is given, 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 party Y 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 benefits accruing therefrom, and to sue for the same, 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 overplus, if any there be, shall be paid by the party Y making such sale, on demand, to the first party.

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.

In Witness Whereof, the party Y of the first part has hereunto set their hand and

and the day and year last above written.

*Max Laptad* (SEAL)  
*Margaret Laptad* (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 29th day of March A.D. 1948  
before me, a Notary Public in the aforesaid County and State,  
came Max Laptad and Margaret Laptad, his wife,

to me personally known to be the same persons 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.

*Elvin Hoover*  
Notary Public

My Commission Expires May 16, 1948

19

Recorded April 10, 1948 at 1:50 P.M.

On this 29th day of April, 1948, this instrument was recorded in the office of the Register of Deeds, in the County of Douglas, State of Kansas, and is now on file in the office of the Register of Deeds, in the County of Douglas, State of Kansas.

Harold R. Beck  
Notary Public

Harold R. Beck Register of Deeds.