

35171 BOOK 94

MORTGAGE

Chas. 22 80

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This Indenture, Made this 15th day of April, in the year of our Lord one thousand nine hundred and forty-eight between Harry J. Richardson and Hazel P. Richardson, husband and wife

of Lawrence, in the County of Douglas and State of Kansas

parties of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Three thousand and no/100 - - - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East seven (7) acres of the North thirty-one (31) acres of the Southeast Quarter of Section 1, and beginning thirty-one (31) rods South of the Northeast corner of the Southeast Quarter of Section 1; thence West forty (40) rods; thence South twelve (12) rods; thence East forty (40) rods; thence North twelve (12) rods to place of beginning, all in Township 14, Range 18; also, Beginning at a point on the East line of Section 14, Township 13, Range 19, One thousand five hundred sixty-two and seven tenths (1562.7) feet South of the Northeast corner of said Section 14; thence West parallel with the North line of said Section 14, One hundred thirty-two (132) feet to a point; thence South parallel with the East line of said section ninety-three (93) feet; thence East parallel with the North line of said section One hundred thirty-two (132) feet to a point on the East line of said section; thence North along section line ninety-three (93) feet to the point of beginning, in Douglas County, Kansas

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 do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and stand 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 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 warrant and defend the same against all parties making lawful claim therein. And in the event that the first part shall fail to pay such taxes when the same become due and payable or so long said premises insured as herein provided, then the part Y of the second part may pay such 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 intended as a mortgage to secure the payment of the sum of Three thousand and no/100 - - - - - DOLLARS.

According to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 15th day of April, 1948, and by its terms made payable to the part Y of the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any taxes 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 conveyance shall be void if such payment 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 indebtedness 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 there is encumbrance on said premises, then this conveyance shall become absolute 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 immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 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 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 Y of the second part to the 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 thereby created, and all benefits accruing thereon, 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 have set their hands and seals the day and year last above written.

Harry J. Richardson (SEAL)  
Hazel P. Richardson (SEAL)  
(SEAL)  
(SEAL)

*Vertical handwritten text on the left margin:*  
This is a copy of the original mortgage...  
The Lawrence Building and Loan Association  
F. J. Boyer, Publisher of Legal Blanks, Leavenworth, Kansas