

MORTGAGE

35299 BOOK 94

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This Indenture, Made this 10th day of May, in the year of our Lord one thousand nine hundred and Forty-eight John G. Slack and Gertrude M. Slack, husband & wife

of Lawrence, in the County of Douglas and State of Kansas part 100 of the first part, and The Lawrence National Bank of Lawrence, Kansas.

Witnesseth, that the said parties of the first part, in consideration of the sum of SEVEN HUNDRED & no/100 DOLLARS to them July 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 South 10 acres of the East 30 acres of the South 1/2 of the Northeast 1/4 of Section 35, Township 12 South Range 19 East of the 6th P. M.

Beginning at the northeast corner of the Southeast 1/4 of Section 35, Township 12 South Range 19 East of the 6th P. M. thence South along the East boundary of said Southeast 1/4 10 2/3 rods; thence West in a line parallel to the North boundary of said Southeast 1/4 a distance equal 3/8th of the length of said North boundary; thence North 10 2/3 rods; thence East along the North boundary of said Southeast 1/4 a distance equal to 3/8ths of the North boundary to the point of beginning and containing 4 acres more or less.

"This loan is given to secure the payment of part of the purchase price of said property."

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein. And the said part 100 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 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 100 of the first part shall at all times during the life of the 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 the part 100 of the second part shall keep the buildings upon said real estate in good repair as they are 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 100 of the second part to have a receiver appointed to collect the same and to sell the premises 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 100 of the second part.

THIS GRANT is intended as a mortgage to secure the payment of the sum of SEVEN HUNDRED DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10th day of May 1948 and by its terms made payable to the part 100 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 100 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 100 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 contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the said real estate or any part thereof be not kept up as provided herein, or if the buildings on said real estate are not kept in as good repair as they are 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 100 of the second part to have a receiver appointed to collect the same and to sell the premises 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 100 of the second part.

In Witness Whereof, the parties of the first part hereunto set their hands and seal the day and year last above written.

John G. Slack (SEAL) Gertrude M. Slack (SEAL)

STATE OF Kansas COUNTY OF Douglas



Be It Remembered, That on this 10th day of May A. D. 19 48 before me, a Notary Public in the aforesaid County and State, came John G. Slack and Gertrude M. Slack, husband & 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.

Howard Wiseman Notary Public

Witnessed my hand and seal this 10th day of May 1948

John G. Slack Registrar of Deeds