

35408

BOOK 94

MORTGAGE

(Rev. 3-23-35)

P. J. Bayles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 21st day of May in the year of our Lord one thousand nine hundred and forty-eight between

Eugene Cannon Kane and Frances Davenport Kane, husband and wife

of Lawrence in the County of Douglas and State of Kansas

part 1st of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Two Hundred Fifty and no/100 ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he vs. sold, 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:

Beginning at a point Nine Hundred Eighty-four (984) feet South and Three Hundred Fifty-five (355) feet East of the Northwest corner of the Northeast quarter (1/4) of Section Six (6), Township Thirteen (13) South, Range Twenty (20); Thence East Parallel with the North Line of said Section Six (6) One Hundred (100) feet; thence North parallel with the West line of the Northeast

Quarter (1/4) of said Section Six (6), One Hundred Four (104) feet; thence West One Hundred (100) feet; thence South One Hundred four (104) feet to the place of beginning; also known as Lots 7 and 8 of the unrecorded plat of Anderson's Subdivision adjoining the city of Lawrence.

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 s of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage for \$5500.00 given to the Lawrence Building and Loan Association recorded in Book 92 at page 605 of the Register of Deeds of Douglas County, Kansas, and that they warrant and defend the same against all parties making lawful claim therein.

It is covenanted 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 will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the amount of 100% interest. And in the event that said part 1st 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 part Y 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 intended as a mortgage to secure the payment of the sum of Two Hundred Fifty and no/100

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3rd day of May 1948 and by its terms made payable to the part 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 part 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 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 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 taxes on said real estate are not paid when the same become due and payable, or if the insurance 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 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 said written obligation, for the security of which this indenture is given, shall immediately 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 real premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the same and handle according to law, 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 covenanted by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereunder, shall bind and have no, 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 he vs. became on their hands and seals, this day and year last above written.

Eugene Cannon Kane (SEAL)
Frances Davenport Kane (SEAL)
(SEAL)
(SEAL)