

35637 BOOK 94

MORTGAGE

(No. 52 HU)

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This Indenture, Made this 14th day of June, in the year of our Lord one thousand nine hundred and forty-eight between Chas. E. Ketchum and Nora E. Ketchum, husband and wife

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

Witnesseth, that the said part 105 of the first part, in consideration of the sum of
FIFTEEN HUNDRED & no/100

to _____ them _____ DOLLARS
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 One-half (S $\frac{1}{2}$) of the East One-half (E $\frac{1}{2}$) of Block Thirty (30), on Wisconsin Street in that part of the City of Lawrence, known as West

with the appurtenances and all the estate, title and interest of the said part 108 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 owner of the premises above granted, and seized 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 4.00 of the first part shall warrant and defend the same against all parties making lawful claim thereto, that may be lawfully assessed against said real estate when the same comes due and payable, and that 10.00 of the second part shall 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 4.00, and shall pay the taxes on said real estate and the second part to the extent of 4.00 interest. And in the event that said part 4.00 of the first part may fail to 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 the same rate of interest as the debt of payment until fully repaid.

THIS GRANT is made as a mortgage to secure the payment of the sum of FIFTY DOLLARS & no/00

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 15th day of June 1948, and by its terms made payable to the party 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 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 1.05 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 repaired when the same become due, 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 hereinbefore mentioned, shall become due and payable at once, and the second of which indebtedness is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be the duty of the said party of the first part, after the expiration of the term hereinbefore stated, to take possession of the said premises and all the improvements therein in the manner hereinbefore directed, and to execute and deliver to the said party of the second part, a deed of the second part, "AFTER RECEIPT OF THE MONEY," whereby he will release and discharge the said party of the first part from and behalf of the said premises, and to sell the premises hereby granted; or any part thereof, in the manner prescribed by law, and out of all moneys so received, to retain for himself that amount thus 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

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 parties of the first part have hereunto set their hands and seals, the day and year last above written.

Chas E Ketchum (SEAL)
Neva E. Ketchum (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered That on this 15th day of June A. D. 19 48

before me, a Notary Public in the aforesaid County and State
Chas. E. Ketchum and Neva E. Ketchum, husband
and wife,

to me personally known to be the same person as 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 this 10th day and year last above written.

My Commission Expires

March 18th 1950.

Notary Public

Recorded June 16, 1960 at 11:35 P. M.

Register of Deeds