

35670 BOOK 94

MORTGAGE

(Ch. 53 K)

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

This Indenture, Made this 18th day of June, in the year of our Lord one thousand nine hundred and forty-eight between

Howard Broyles and Marie J. Broyles, his wife

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

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

Thirteen Hundred Fifty 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:

Lot No. One Hundred Ninety Nine (199) in

Fairfax, an addition to the City of Lawrence,

as surveyed, recorded and platted,

and

Lots No. One Hundred Sixty-six (166), One Hundred

Sixty-seven (167), and One Hundred Sixty-eight (168),

in Fairfax Addition, an Addition to 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 of the premises above granted, and seised 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 the indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will warrant and defend the same against all parties making lawful claim therein. 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 2nd 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

Thirteen 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 18th day of June, 1948, and by its terms made payable to the part 2nd 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 2nd 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 it is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations of the holder hereof without notice, and it shall be lawful for the said part 2nd of the second part to take possession of the 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 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 part 2nd making such sale, or demand, to the first part 1st.

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 part 1st of the first part by its hereto as their hand and seal this day and year last above written.

Howard Broyles (SEAL)

Marie J. Broyles (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.



Be It Remembered, That on this 18th day of June, A. D. 1948, before me, a Notary Public in the aforesaid County and State, came Howard Broyles and Marie J. Broyles, husband & wife

to me personally known to be the same person 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.

My Commission Expires July 17, 1950

F. J. Glasson
Notary Public

Harold A. Beck - Register of Deeds.

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby and authorize the Register of Deeds to enter the mortgage in the mortgage book and to issue a certificate of discharge thereon.