

35789 - BOOK 94

MORTGAGE

(No. 52 K)

H. J. Bayley, Publisher of Legal Blanks, Lawrence, Kansas

This indenture, made this seventh day of July, in the year of our Lord one thousand nine hundred and forty-eight, between Charles Murphy and Marvel Murphy, husband and wife,

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

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Seven hundred fifty and no/100 - (\$750.00) - 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:

A part of Lot 1 in Section 31, Township 12, Range 20 East of the 6th P.M.
described as follows: Commencing at a point 350 feet East and 60 feet North of the intersection of the center of Pennsylvania Street and the center of Berkley (now known as Tenth Street) in the city of Lawrence; thence running North 16 $\frac{1}{4}$ feet; thence East 125 feet, thence South 16 $\frac{1}{4}$ feet, thence West 125 feet to beginning.

with the appurtenances and all the estate, title and interest of the said part in the first part therein.

And the said parties 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 freed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties herein that the part 1/2 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 becomes due and payable, and that they will keep the buildings upon said real estate in a good and workmanlike condition and repair, and by such insurance company or companies to be specified and directed by the party of the second part, the cost of which payable to the party of the second part the sum of \$1.50 per month. And it is further agreed and provided, that the party of the second 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 party 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 Seven hundred fifty and no/100 - DOLLARS,

according to the terms of July 16, certain written obligation for the payment of said sum of money, executed on the Seventeenth day of July 1948, and by 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 parties 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 company or companies to be specified fail to keep the buildings upon said real estate in a good and workmanlike condition and repair, 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 party of the second part to sell the same, or 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 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 the amount required of expenses and legal costs, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party of the second part to the party of the first part, in the manner provided.

It is agreed by the parties herein that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits occurring therefrom, shall bind and have in, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

In Witness Whereof, the party of the first part has hereunto set their hands and affixed the day and year last above written.

X Charles Murphy (SEAL)
X Marvel Murphy (SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

88.

Be it Remembered, That on this 7th day of July A.D. 1948 before me, a Notary Public in the aforesaid County and State, came Charles Murphy and Marvel Murphy, husband and 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.

X George Dabbing
Notary Public

My Commission Expires July 13 1948

Received July 7, 1948 at 1:45 P.M.

X Harold G. Beck Register of Deeds.