

35831 BOOK 94

MORTGAGE

(No. 52K)

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This Indenture, made this 13th day of July, in the  
year of our Lord, one thousand nine hundred and Forty-eight between  
Yvonne R. Krone and C. H. Krone, her husband,

of Lawrence in the County of Douglas and State of Kansas  
part 1st of the first part, and Jennie Naeymaeckers

part 2nd of the second part.

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

Eight Thousand Seven Hundred and no/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture  
do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following  
described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 14 and the North 10 feet of Lot 13 in Block  
4 in West Hills, a residence district adjacent  
to the city of Lawrence, Douglas County, Kansas,

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  
owners of the premises above granted, and seized 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 hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes  
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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent 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 and 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 Eight Thousand Seven Hundred and no/100 DOLLARS,  
according to the terms of two certain written obligations for the payment of said sum of money, executed on the 13th day of  
July 1948, and by their terms made payable to the part 2nd of the second part, with all interest  
accruing thereon according to the terms of said obligations 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 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 obligations, 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 2nd of the second part 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 then unpaid of  
principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part 2nd  
making such sale, or demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provision 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 has hereunto set their hand and  
seal the day and year last above written.

Yvonne R. Krone (SEAL)  
Charles H. Krone (SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } SS:

Be It Remembered, That on this 13th day of July A. D. 1948  
before me a Notary Public in the aforesaid County and State,  
came Yvonne R. Krone and C. H. Krone, her husband,

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.



My Commission Expires on the 15th day of January 1950

Mary C. Morgan Notary Public

Harold A. Beck Recorder - 4 Deeds

Harold A. Beck  
Recorder

This instrument was recorded on the within margin of the original mortgage. It is hereby acknowledged that the same is a true and correct copy of the original instrument as recorded in the office of the Recorder of Deeds for the County of Douglas, State of Kansas, and that the same is a true and correct copy of the original instrument as recorded in the office of the Recorder of Deeds for the County of Douglas, State of Kansas, and that the same is a true and correct copy of the original instrument as recorded in the office of the Recorder of Deeds for the County of Douglas, State of Kansas.