

36120 BOOK 91

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MORTGAGE

This Indenture, Made this 13th day of August, in the
year of our Lord one thousand nine hundred and forty-eight, between
Thelma D. Haverty, a single woman

of Lawrence, in the County of Douglas and State of Kansas
part y of the first part, and The Lawrence Building and Loan Association

Witnesseth, that the said parties, of the first part, in consideration of the sum of
Forty-five hundred and no/100 DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es GRANT, BARGAIN, SELL and MORTGAGE to the said part J 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 twenty-five (25) feet of the East One hundred sixty-five (165) feet of Lot six (6), less the East forty (40) feet thereof, and the North twenty-five (25) feet of the East one hundred sixty-five (165) feet of Lot seven (7), less the east forty (40) feet thereof, in Block 3 in that part of the City of Lawrence known as South Lawrence

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

And the said part V _____ of the first part dog A _____ hereby covenant and agree that at the delivery hereof she is _____ the lawful owner of the premises above granted, and vested of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

THIS GRANT is intended as a mortgage to secure the payment of the sum of **Forty-five hundred and no/100-**

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 13th day of August, 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 Y of the five 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 if any part thereof or any obligation created thereby, or interest thereon, or if the same become payable and are not paid when the same become due and payable, or if the same are not kept up, as provided herein, or if the buildings on said real estate are not kept up and repaired as required by law, now, or at any time in the future, or if any part thereof, then that part of this indenture which becomes absolute and the whole sum remaining unpaid, and all the obligations provided for in and written obligation, for the same part which becomes absolute, shall become absolute and the whole sum remaining unpaid, and all the obligations of the holder hereof, without notice, and it shall be lawful for the said party, Y, to enter upon the said premises, to take possession of them and to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 to have a receiver appointed to collect all moneys arising from such sale to retain the same in trust for the benefit of the parties hereto, and to pay over the same to the party Y, making such sale, on demand, at first payment, Y.

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 apply to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part Y _____ of the first part has hereto set her _____ hand and seal... the day and year last above written.

Thelma S. Haverly (SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS.

Be It Remembered, That on this 14th day of August A. D. 1948
before me, a Notary Public in the aforesaid County and State,
came Thelma D. Haverty, a single woman.

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 APRIL 21 1950

Harold G. Beck Register of Deeds.