

36397 BOOK 94

MORTGAGE

(No. 52 K)

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

This Indenture, Made this 31st day of August in the year of our Lord one thousand nine hundred and forty-eight between Wm. Douglas Layton and Zoa Belle Layton, his wife,

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and J. M. Clevenger and N. D. Messer

part 1st of the second part.
Witnesseth, that the said part 1st of the first part, in consideration of the sum of Six Thousand Seven Hundred and Fifty Dollars (\$6750.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has YE sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 1st 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. Thirteen (13) in Block No. Thirteen (13), in University Place, 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 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 insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 1st of the second part, the 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 1st 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 Six Thousand Seven Hundred and Fifty Dollars (\$6750.00) and no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 31st day of August 1948 and by its terms made payable to the part 1st 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 1st 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.

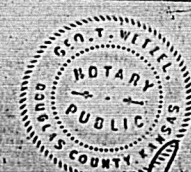
And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when 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 same remaining unpaid, and all of the obligations 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 return 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 1st of the second part, making such sale, on demand, to the first part 1st of the second part.

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 has YE hereunto set their hand and seal, the day and year last above written.

Wm. Douglas Layton (SEAL)
Zoa Belle Layton (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS.



Be It Remembered, That on this 1st day of September A.D. 1948 before me, a Geo. T. Wetzel of the aforesaid County and State, came Wm. Douglas Layton and Zoa Belle Layton, his wife,

to me personally known to be the same person(s) 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 Jan. 22 1951

Notary Public

Harold A. Beck Clerk of Records

J. M. Clevenger
N. D. Messer
Mortgagee, Owner

This record was written on the original mortgage
Aug 2 1948
Harold A. Beck
Clerk of Records