

86593 BOOK 94

MORTGAGE

(No. 52 K)

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

This Indenture, Made this 12th day of October in the year of our Lord one thousand nine hundred and forth-eight between Orvel Beer and Lue Jutta Beer, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and The Lawrence Building and Loan Association part 7 of the second part.

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

Two thousand and no/100-----DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 100 feet East of the Southwest corner of Lot No. Fourteen (14) in Addition No. Eight (8) in that part of the City of Lawrence known as North Lawrence, thence North 138.2 feet, thence East 100 feet, thence South 138.2 feet, more or less to the South line of Lot No. Fifteen (15) in said Addition No. Eight (8), thence West 100 feet to the place of beginning in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 108 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 become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in each year and by each insurance company as shall be specified and directed by the part of the second part, the same insured against fire and tornado in each year and by each insurance company as shall be specified and directed by the part of the second part, less, if any, made payable to the part of the second part to the extent of the insurance. And in the event that said part 108 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 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 Two thousand and no/100-----DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 12th day of October 1948, and by its terms made payable to the part 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 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 108 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 hereby, 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 herein provided, or if there is a default in the payment of any of the taxes on said real estate, or if the whole sum remaining unpaid, and all of the obligations now, or if same is contained on said premises, then this mortgage shall become absolute 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 part of the second part to take possession of the premises and to sell the same to satisfy the debt, 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 surplus, if any there be, shall be paid by the part of the second part, making such sale, or default, to the first part of the first part.

It is covenanted 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 108 of the first part he, she, hereto set their hand and seal of the day and year last above written.

Orvel Beer (SEAL)
Lue Jutta Beer (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.



Be It Remembered, That on this 12th day of October A. D. 19 48 before me, a Notary Public in the aforesaid County and State, came Orvel Beer and Lue Jutta Beer, 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.

L. E. Eby
Notary Public

My Commission Expires April 21 19 50

Harold A. Beck, Register of Deeds

...of the debt secured by this instrument, entered this 10th day of October 1948, under the preceding mortgage.