

MORTGAGE

3663

BOOK 95

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 16th day of October, in the
year of our Lord one thousand nine hundred and Forty-eight
Verma Scholfield and Ora Scholfield, her husband between

of Lawrence, in the County of Douglas and State of Kansas
part ies of the first part, and The Lawrence National Bank, Lawrence, Kansas.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of
FOUR THOUSAND & no/100 • • • • • DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha 10 sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 10 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. Fifty Six (56) on New Hampshire Street,
in the City of Lawrence

also
Lot No. Three (3) in Bews Addition, an addition
to the City of Lawrence

"This mortgage is given to secure the payment of part of the purchase price of the above property."

And the said part 195 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, no exception

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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tempests by such sum and in such manner as may be specified and directed by the part second of the second part; and if the party first 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 part second of the second part may cause the same to be paid and insured, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of five per cent.

THIS GRANT is intended as a mortgage to secure the payment of the sum of FOUR THOUSAND & no/100 DOLLARS

According to the terms of a certain written obligation for the payment of said sum of money, executed on the 16th day of October, 1948, and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the said obligation and also to secure any sums 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 0.08 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void of such payments be made as herein expressed, 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 herein contained, shall become due and payable, and the second part of 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 second part of this indenture, to wit: ARTICLE SECOND to take possession of the said premises and all the improvements thereon in the manner provided by law, and to collect the same, and to sell the same, and to apply the proceeds thereof; 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 repay 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 Y..... making such sale, on demand, to the first part 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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

In Witness Whereof, the part 103 of the first part ha ve hereunto set their hand s and seal the day and year last above written.

Verna Scholfield (SEAL)
Cora Scholfield (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

Be It Remembered, That on this 16th day of October A. D. 19-48
before me, a Notary Public in the aforesaid County and State,
came Verna Scholfield and Ora Scholfield, her husband

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.

Howard C. Cisman
Notary Public

A circular notary seal for Howard Wiseman, a Notary Public in Quebec County, Maine. The seal features the text "HOWARD WISEMAN" at the top, "NOTARY PUBLIC" in the center, and "QUEBEC COUNTY, MAINE" at the bottom, all enclosed within a decorative border.

Harold A. Beck