

MORTGAGE

(No. 52 K)

36512

BOOK 95

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

This Indenture, Made this sixth day of November, in the year of our Lord one thousand nine hundred and forty-eight between Albert C. Hayden and Lula S. Hayden, his wife

of Lawrence, in the County of Douglas and State of Kansas
part 1st of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of SIX THOUSAND AND NO/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y 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 52 feet of Lot 140 and all of Lot 141 and West 62 feet of

Lot 142 in Addition No. 2 in that part of the City of Lawrence, formerly

known as North Lawrence.

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

And the said part ies 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, No Exception

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 ies 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 ies of the second part, the less, if any, made payable to the part ies of the second part to the extent of their interest. And in the event that said part ies 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 ies 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 AND NO/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the sixth day of November 1948, and by its terms made payable to the part ies 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 ies 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 ies 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 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 ies of the second part their agents or assigns 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 thereon, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to the first part ies.

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 ies of the first part ha ve hereunto set their hand and seal, the day and year last above written.

Albert C. Hayden (SEAL)
Lula S. Hayden (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 6th day of November A. D. 19 48 before me, a Notary Public in the aforesaid County and State, came Albert C. Hayden and Lula S. Hayden, 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 July 17, 1950

Notary Public

Harold A. Beck Registrar of Deeds
Donatay H. Shook Deputy

This instrument is not a mortgage, but a deed, and the payment of the debt secured thereby, and the interest thereon, is not a condition of the mortgage, but a condition of the deed, and the mortgage is void if the debt is not paid.

The parties hereto have been advised by me of the contents of this instrument, and they have acknowledged the same to me.

9
 12, 1948 at 8:20 A.M.
 Notary Public

This instrument is not a mortgage, but a deed, and the payment of the debt secured thereby, and the interest thereon, is not a condition of the mortgage, but a condition of the deed, and the mortgage is void if the debt is not paid.