

36513 BOOK 95

MORTGAGE

(No. 5280)

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

This Indenture, Made this ten day of November, in the year of our Lord one thousand nine hundred and forty-eight, between George J. Kirchhoff and Ada Kirchhoff, his wife, of Lawrence, in the County of Douglas and State of Kansas, part 1st of the first part, and The First National Bank of Lawrence, Lawrence, Kansas, part 2d of the second part,

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Fourteen thousand and no/100 (\$14,000.00) 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 2d of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots 1, 3, 5 and 7 on Delaware Street in the City of Lawrence, also beginning 117 feet East of the Northwest corner of said Lot 1, thence South 200 feet; thence West 75 feet; thence North 200 feet; thence East 75 feet to beginning.

Lot 9 on Delaware Street in the City of Lawrence, also beginning 117 feet East of the Northwest corner of said Lot 7; thence South 50 feet; thence East 75 feet; thence North 50 feet; thence East 75 feet to beginning.

Lot 11 on Delaware Street in the City of Lawrence, also beginning 117 feet East of the Northwest corner of said Lot 11; thence South 50 feet; thence East 75 feet; thence North 50 feet; thence East 75 feet to beginning.

Lot 13 on Delaware Street in the City of Lawrence, also beginning 117 feet East of the Northwest corner of said Lot 13; thence South 50 feet; thence East 75 feet; thence North 50 feet; thence East 75 feet to beginning.

Lot 15 on Delaware Street in the City of Lawrence, also beginning 117 feet East of the Northwest corner of said Lot 15; thence South 50 feet; thence East 75 feet; more or less to the Southeast corner of said Lot 15; thence North 50 feet; thence East 75 feet more or less to beginning.

Lots 14 and 16 on Pennsylvania Street in 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 become due and payable, and that they 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 2d of the second part, the loss, if any, made payable to the part 2d of the second part to the extent of the interest. And in the event that said part 1st 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 2d 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 Fourteen thousand and no/100 (\$14,000.00) DOLLARS, according to the terms of the certain written obligation for the payment of said sum of money, executed on the 10th day of November 1948, and by its terms made payable to the part 2d 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 2d 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 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 crossed thereby, or interest thereon, or if the taxes on said real estate are not paid when the same come 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, 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 2d of the second part 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 provided 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 2d of the second part, making such sale, on demand, to the first part 1st of the first 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 by its hereto set their hand and seal this day and year last above written.

Geo. J. Kirchhoff (SEAL)
Ada J. Kirchhoff (SEAL)
(SEAL)
(SEAL)

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured hereby, and authorize this register to be entered in the discharge of this mortgage of record. Dated this 1st day of December, 1952.
(By Seal)
The First National Bank of Lawrence, Kansas
By Boysen & Boylan, mortgagee.

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured hereby, and authorize this register to be entered in the discharge of this mortgage of record. Dated this 1st day of December, 1952.