

MORTGAGE

(No. 32 KI)

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

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of
 Thirty-two hundred and no/100----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he vs 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 North 57 feet of Lot 22, in Lindley Addition,
an addition to the city of Lawrence,

with the appurtenances and all the estate, title and interest of the said part 103 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.

_____ and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part _____ of the first part shall at all times during the term of this lease _____ keep the buildings upon said real estate which may be leased or assigned against said real estate when the same become due and payable and that the part _____ of the second part shall at all times during the term of this lease, if any, made payable by the part _____ of the second part to the extent of _____ interest. And in the event that part _____ 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 _____ 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.

Twenty-two hundred and no/100--

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-two hundred and no/100-- DOLLARS,

according to the terms of One certain written obligation for the payment of said sum of money, executed on the 28th day of March 1949, and by its terms made payable to the part Y 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 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 1st of the first part shall fail in paying the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation constituted therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or the sums on said read rates are not paid when the same become due, the payments or any part thereof shall not be kept, as provided herein, or if the buildings on said read rates are not kept in as good repair as they are herein required to be, the said payments or any part thereof shall not be kept, as provided herein, and the whole sum remaining unpaid at the expiration of the term herein specified shall be immediately due and payable, and the same shall be a lien in law and equity upon the premises herein provided for in said written obligation, for the security of which said part - Y of the second part of the said written obligation shall be bound, and the said holder/builder, without notice, and in addition to the terms in the manner provided by law, shall have a receiver appointed to collect the rents and benefits accruing from the premises provided for in said written obligation, and the same shall be a lien in law and equity upon the premises herein provided for in said written obligation, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys so received, the same shall be applied to the payment of the principal and interest of the said debt, and charges incident thereto, and the balance, if any there be, shall be paid by the said receiver to the said person or persons to whom the same shall be due, and the same shall be a lien in law and equity upon the premises herein provided for in said written obligation, for the security of which said part - Y of the second part of the said written obligation shall be bound.

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 issue to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 198 of the first part be VO herunto set their of hand and seal 3 this day and year last above written.

Crutelle H. Carey (SEAL)
 Dorothy Helen Carey (SEAL)
 (SEAL)
 (SEAL)