

MORTGAGE

37928

BOOK 95

(No. 92K)

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

This Indenture, made this fifth day of May in the year of our Lord, one thousand nine hundred and forty-nine between A. E. Glass, also known as Albert Earle Glass, a single man, of Lawrence in the County of Douglas and State of Kansas party of the first part, and Mabel N. Glass party of the second part.

Witnesseth, that the said party of the first part in consideration of the sum of Two thousand and no/100 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do as GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 114 on Connecticut Street, in the city of Lawrence,

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

And the said party of the first part do as hereby covenant and agree that at the delivery hereof he is 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.

And that he will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes assessments that may be levied or assessed against said real estate when the same become due and payable, and that he 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of 100 interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable and directed by the premises insured as herein provided, then the party 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 a certain written obligation for the payment of said sum of money, executed on the fifth day of May 1949, and by its terms made payable to the party 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 party 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 party 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 party 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 prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of the principal and interest, together with the costs and charges incident thereto, and to sell the premises hereby making such sale, in demand, to the first party.

It is agreed by the parties hereto that the terms and provision of this indenture and each and every obligation therein contained, and all assigns and successors of the respective parties hereto, shall be obligatory upon the heirs, executors, administrators, personal representatives,

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year last above written.

Albert Earle Glass (SEAL)
as per (SEAL)

STATE OF KansasCOUNTY OF Douglas

SS:

Be It Remembered, That on this 5th day of May A. D. 1949 before me, a notary public in the aforesaid County and State, came A. E. Glass, a single man, also known as Albert Earle Glass, a single man 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.

Oliver A. Pitefish
Notary Public

My Comm. Exp. on the 5th day of June 1950

Recorded May 8, 1949 at 1:05 P. M.

Harold A. Beck Register of Deeds