

38417 BOOK 96

(No. 23 H)

K. J. Boyle, Publisher of Legal Books, Lawrence, Kansas

MORTGAGE.

This Indenture, Made this 31st day of May, 1949, in the  
year of our Lord one thousand nine hundred and forty-nine, between

Harry F. Childers and Frances F. Childers, his wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and Guy V. Kehler

part Y of the second part

Witnesseth, that the said parties of the first part, in consideration of the sum of

Twelve hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by this indenture

do 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 No. Seven (7) in Block Four (4), in West Hills, an addition to the City of

Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part Y of the first part herein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are ... the lawful owners  
of the premises above granted, and vested of a good and marketable estate of inheritance therein, free and clear of all encumbrances excepting a first  
mortgage to The Lawrence National Bank, Lawrence, Kansas, given on this date and insured by

the Federal Housing Administration, in the amount of \$11,800.00, for the benefit of 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 or assessments  
that may be assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real  
estate in good repair and trimmed in such sum and by such insurance company as shall be specified and directed by the party of the second part; and  
loss, if any, made payable to the party of the second part. And in the event that the party of the first part, or the party of the second part  
shall fail to pay such taxes when the same become due and payable, or to keep and trim the premises in such a manner as the party of the second part  
may see fit, then the party of the second part shall have a right to make payment of the taxes, and shall have a part of the indebtedness, secured by this indenture, and shall begin  
interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage or security for payment of the sum of

Twelve hundred and no/100 DOLLARS,

according to the terms of the Grant Deed herein written obligation for the payment of said sum of money, executed on the 1st day of

May, 1949, for no day 1949 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 receive any sum or sum of money advanced by the said party of the second part  
to pay for any insurance or to discharge any taxes with interest thereof as herein provided, in the event that the party of the first part shall fail to pay  
the same as provided in this indenture.

And this conveyance shall be void if such a provision is made as herein specified, and the obligation contained therein fully discharged. If default is  
made in said payment, or if the same shall be charged on any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same  
are due, or if taxes are not paid, 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  
now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all interest thereon, shall be  
provided for in said written obligation, for the security of which that indorsement is given, shall immediately become due and payable at the option of  
the holder hereof, without notice, and it shall be lawful for the said party of the first part to have a receiver appointed to collect the rents and benefits accruing  
therefrom, and to sell the same hereunder, or to sue thereon, in the manner prescribed by law, and out of all moneys arising from such sale to retain  
the amount that is due of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the  
party of the second part, making such sale, or demand, to the first parties.

In Witness Whereof, the party of the first part has hereto affixed his hand and  
wrote the day and year last above written.

Henry F. Childers (SEAL)  
Frances F. Childers (SEAL)

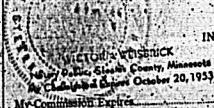
STATE OF Minnesota

COUNTY OF Stearns

He, Victor Wenslack, Notary Public, in the aforesaid County and State,

before me, notary public, in the aforesaid County and State,

came Henry F. Childers



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.

Victor Wenslack  
Notary Public