

38417 BOOK 96

MORTGAGE

(No. 53 K)

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

This Indenture, Made this 31st day of May, 1939, in the year of our Lord one thousand nine hundred and forty nine between Harry F. Childers and Frances W. Childers, his wife

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

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 seised of a good and lawfully vested estate of inheritance therein, free and clear of all incumbrances 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 \$12,800.00.

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 levied or assessed against said real estate when the same become 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 party of the second part; the loss, if any, made payable to the party of the second part to the extent of the insurance. And in the event that said party 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 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 Twelve Hundred and no/100 \$ DOLLARS.

According to the terms of a certain promissory obligation for the payment of said sum of money, executed on the 31st day of May, 1939, and by its terms made payable to the party of the second part, with all fixtures according thereto, according to the terms of said obligation and also to secure any such sum 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 part 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 inherent therein, 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 a 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, or his 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 to the said premises 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 thereto and the surplus, if any there be, shall be paid by the party of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation herein 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 parties of the first part have hereunto set their hand and seal this day and year last above written.

Harry F. Childers (SEAL)
Frances W. Childers (SEAL)

STATE OF Minnesota
COUNTY OF Stearns

Be It Remembered, That on this 24th day of June, A. D. 1939, before me, a Notary Public, in the aforesaid County and State, came Harry 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.

NOTARY PUBLIC
J. W. WICKSTROM
Notary Public, Stearns County, Minnesota
My Commission Expires October 20, 1943

Release Record Book 103 Page 442