

is the undersigned, names of the wife of mortgagor, do hereby pay to the debt secured thereby, and on behalf of the Republic of Leas, to enter the mortgage of this mortgage of record, being taken with day of November 1949.

W. E. Beck, Secretary

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MORTGAGE (No. 52 K) BOOK 96 P. J. Davis, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 29th day of July, in the year of our Lord one thousand nine hundred and forty-nine between Cora Lee Beers Price and G. Bailey Price, wife and husband of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and The Lawrence Building and Loan Association part Y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Eighty-five hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he ve sold, and by this indenture 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:

Beginning at a point 133 feet South of the Northwest corner of the Northeast Quarter of Section 6, Township 15, Range 20; thence East 231.2 feet; thence South 125.2 feet; thence West 231.2 feet; thence North 125.2 feet to point of beginning, less the West 30 feet thereof for roadway.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 of the first part do hereby covenant and agree that a debt delivery hereof they are the lawful owners of the premises above granted, and seized 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 108 of the first part shall at all times during the term of this mortgage, 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 100 percent. And in the event that said part 108 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 Y 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 Eighty-five 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 29th day of July, 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 108 of the first part shall fail to pay the same as provided in this indenture.

And this mortgage 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 it is determined on said premises, then the 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 Y 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 thereon; 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 part Y of the second part, making such sale, on demand, to the first part 108.

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 108 of the first part has ve hereunto set their hand and seal, this day and year last above written.

Cora Lee Beers Price (SEAL)
G. Bailey Price (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } SS.

Be It Remembered, That on this 29th day of July, A. D. 1949 before me, a Notary Public in and for said County and State, the same Cora Lee Beers Price and G. Bailey Price, wife and husband 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.

L. E. Eby Notary Public

My Commission Expires April 21 1950.

Recorded July 29, 1949 at 11:40 A. M.

Harvey G. Beck Register of Deeds