

38846 BOOK 96

MORTGAGE

(No. 52)

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This Indenture, Made this 8th day of August, in the year of our Lord one thousand nine hundred and forty-nine between Murray M. Evans and Crystal Helen Evans, husband and wife

of Lawrence in the County of Douglas and State of Kansas

part 188 of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part 188 of the first part, in consideration of the sum of Twenty-five hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he 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:

Beginning at a point on the North line of Locust Street; in that part of the City of Lawrence known as North Lawrence One hundred seven (107) feet East of the West line of the Southwest Quarter (SW) of Section Twenty-nine (29), Township Twelve (12), Range Twenty (20); thence West on said North line of Locust Street one hundred seven (107) feet to the said West line of said Quarter section; thence North on said Quarter section line Two hundred seventeen (217) feet more or less to the South line of the Right of Way of the Union Pacific Railroad Company; thence North-easterly along the South line of said Right of Way to a point Eight (8) rods East of the West line of said Quarter section; thence South to a point One hundred seventy-one (171) feet South of the North line of said Quarter section; thence West Twenty-five (25) feet; thence South One hundred Twenty-nine (129) feet more or less to the place of beginning in said City of Lawrence, less that portion thereof covered by deed recorded in Book 71 at a Page 613, all in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest, of the said part 188 of the first part therein.

And the said part 188 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.

It is agreed between the parties hereto that the part 188 of the first part shall at all times during the term of the mortgage, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that the part Y of the second part shall 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% interest. And in the event that said part 188 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 7 1/2% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-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 8th day of August, 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 188 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 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 therefrom, and to sell the premises hereby granted, or any part thereof, in the manner provided by law, and out of all money 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 making such sale, on demand, to the first part 188.

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 188 of the first part has VR become set their Hand and seal of the day and year last above written.

Crystal Helen Evans (SEAL)

Murray M. Evans (SEAL)

(SEAL)

(SEAL)