

38519 BOOK 96

MORTGAGE

(Ch. 52 B)

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This Indenture, Made this twenty-fourth day of August in the year of our Lord one thousand nine hundred and forty-nine between Ralph F. Kirby, a single man

of Lawrence in the County of Douglas and State of Kansas part Y of the first part, and Noble D. Messer and Margaret Messer, husband and wife as joint tenants with right of survivorship and not as tenants in common of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of Three Thousand Five Hundred (\$3,500.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he is sold, and by this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part LES of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Block No. 21, Lot Number Six (6) in Sinclair's Addition to the City of Lawrence.

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

And the said part Y of the first part do GRANT hereby covenant and agree that at the delivery hereof he is 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,

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 part Y 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 he 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 LES of the second part; the loss, if any, made payable to the part LES of the second part to the extent of the full interest. And in the event that said part Y 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 LES 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 Three Thousand Five Hundred (\$3,500.00) DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the twenty-fourth day of August 1949 and by its terms made payable to the part LES 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 LES 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 Y 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 obligations 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 LES of the second part to take possession of the premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rent 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 principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part GR making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that this Indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall be binding upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Ralph F. Kirby (SEAL)
(SEAL)
(SEAL)
(SEAL)