

In the undersigned, to whom is the notice mentioned above, is given, certifies that he is the original owner of the property described in the mortgage, and that he has no record of any transfer or assignment of the same.

The property is located at the address given below.
M. E. Johnson, Esq.,
Attala Street Section, (Lawrence)

This instrument was written
on the 25th day of August,
1953.

38849 BOOK 96

K. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

MORTGAGE

(No. 52-8)

This Indenture, Made this 30th day of August, in the year of our Lord one thousand nine hundred and forty-nine, between Lester D. Proctor and Hazel Proctor, his wife

of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and The Lawrence Building & Loan Association party of the second part.

Witnesseth, that the said part 163 of the first part, in consideration of the sum of Seven hundred and 10/100 DOLLARS

to Eliam 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 163 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to wit:

The South Half (½) of Lot Eleven (11) of Pinckney Now Sixty-

(6th) street, in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 163 of the first part therein.

And the said part 163 of the first part do hereby covenant and agree that at the delivery hereof Eliam, owner the lawful owner of the premises above granted, and seized 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 163 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 Eliam will keep the buildings upon said real estate painted against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party 163 of the second part, and if any damage is造成的 to the part 163 of the second part to the extent of \$1000, then the party 163 of the first part shall fail to pay such taxes when the same become due and payable, and if any said premium provided as hereinabove set forth, then the party 163 of the second part shall fail to pay such taxes when the same become due and payable, and if any said premium provided as hereinabove set forth, then the party 163 of the second part may pay said taxes and insurance premiums, and the party 163 of the second part shall become a part of the indenture, secured by this indenture, and shall bear interest at the rate of 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Seven hundred and 10/100 DOLLARS,

according to the terms of 163 certain written obligation for the payment of said sum of money, executed on the 30th day of August, 1943, and by 163 terms made payable to the part 163 of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or money advanced by the said part 163 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 163 of the first part shall fail to pay the same as provided in this indenture.

And this indenture shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in any payment or any part thereof or any obligation created thereby, or interest thereon, or if the sum on said real estate does not pay when the same becomes due and payable, or if the insurance is not kept up, as provided herein, or if the building on said real estate is destroyed in whole or in part, so far as they are now, or if water is committed on said premises, then the party 163 shall become absolute and undivided owner of all rights, title and interest in all of the obligations provided for in said written obligation, for the sum or sums which may be 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 163 of the second part to take possession of the premises and to sell the premises hereby granted, at the 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 overplus, if any there be, shall be paid by the party 163 making such sale, on demand, to the first part 163.

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 run to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 163 of the first part has hereto set their hands and

seals, the day and year last above written.

Lester D. Proctor
(SEAL)

Hazel Proctor

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)