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MORTGAGE

This Indenture, Made this 2nd day of September, in the

year of our Lord one thousand nine hundred and forty-nine, between

W. W. Mills and J. L. M. Mills, husband and wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and

The Lawrence Building and Loan Association

parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

Seventeen hundred and fifty 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:

The South 6 feet of Lot 154 and the

North 3/4 of Lot 156 on Ohio Street,

in the City of Lawrence, Douglas County,

Kansas

with the appurtenances and all the estate, title and interest of the said part 156 of the first part therein.

And the said part 156 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 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 thereto. It is agreed between the parties hereto that the part 156 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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum as by such insurance company as shall be specified and directed by the part V of the second part, the cost of which shall be paid by the said party of the second part to the extent of _____, and in the event that said party of the first part fails to do so, then the same becomes due and payable to the said party of the second part, then the said 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 Seventeen hundred and fifty and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 2nd day of September 1949 and by its terms made payable to the part V 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 V 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 156 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 of 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 the same shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in this indenture, shall become due and payable to the party of the second part, who shall have the right to immediately manumit and become due and payable to the party of the second part, the buildings, without notice, and it shall be lawful for the said party of the second part to sell the same, and take possession of the said premises and all the improvements thereon in the manner prescribed 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 portion 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 of the second part, making such sale, or demand, on the first part 156.

It is further agreed that the parties hereto shall remain bound by all the terms 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 156 of the first part has signed, witnessed and affixed his name to this instrument on the day and year last above written.

W. W. Mills (SEAL)

J. L. M. Mills (SEAL)

(SEAL)

(SEAL)