

MORTGAGE		BOOK 97
CITY OF DOUGLAS		W. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 27th day of December, in the year of our Lord one thousand nine hundred and forty-nine between Jettie P. Corel and Charles Corel, her husband, and Betty Lou Corel, a single woman of Lawrence, in the County of Douglas and State of Kansas party les of the first part, and The Lawrence Building and Loan Association party Y of the second part.

Witnesseth, that the said party les of the first part, in consideration of the sum of Nine Hundred 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 Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lot 9 and the North 15 feet of Lot 10 less railroad right of way, in Block 8 of Steele Subdivision of Block 8 of Earl's Addition to the City of Lawrence, Douglas County, Kansas

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

And the said party les of the first part do hereby covenant and agree that at the delivery hereof they own 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 therein.

It is agreed between the parties hereto that the party les 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 they will 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 party Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of les interest. And in the event that said party les of the first part shall fail to pay such taxes when the same become due and payable or so keep said premises insured as herein provided, then the party 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 Nine Hundred fifty and no/100 DOLLARS, according to the terms of les certain written obligation for the payment of said sum of money, executed on the 27th day of December 1949, and by its terms made payable to the party 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 party 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 party les 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 a 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 party Y of the second part to take possession of the premises and the whole 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 prescribed by law, and out of all moneys arising from such sale to retain the amount due unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid to the party les making such sale, on demand, to the first party les.

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 herein.

**In Witness Whereof,** the party les of the first part have hereunto set their hands and said the day and year last above written.

Jettie P. Corel (SEAL)  
Charles H. Corel (SEAL)  
Betty Lou Corel (SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

**Be It Remembered,** That on this 27th day of December A. D. 19 49 before me, a Notary Public in the aforesaid County and State, came Jettie P. Corel and Charles Corel, her husband, and Betty Lou Corel, a single woman to me personally known to be the same persons 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. Boyles Notary Public

My Comm. Expires April 21st 1950

*David A. Beck* Register of Deeds