

3993A BOOK 97

MORTGAGE

(No. 32 K)

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

This Indenture, Made this 31st day of January, in the year of our Lord one thousand nine hundred and fifty between

A. B. Mitchell and Edna Mitchell his wife

of Lawrence, in the County of Douglas and State of Kansas

parties of the first part, and The First National Bank of Lawrence Kansas part 4 of the second part.

Witnesseth, that the said part 4 of the first part, in consideration of the sum of Eight thousand and no (\$8000.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 4 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots 2, 4 and the East half of lot 6, all on Pinckney (now 6th) street in the City of Lawrence; also the following tract: Beginning at a point 4 feet North of the Northwest corner of lot 2 on Tennessee street in said City of Lawrence; thence North 12 feet to the South line of lot 6 on Sixth street (formerly Pinckney street), thence East 6 along the South line of said lot 6; thence Southwesterly to the point of beginning, all in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 4 of the first part therein.

And the said part 4 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 part 4 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 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 4 of the second part, the loss, if any, made payable to the part 4 of the second part to the extent of insurance. And in the event that said part 4 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 4 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 Eight thousand and no (\$8000.00) DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19 day of 19 and by it terms made payable to the part 4 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 4 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 4 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, that 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 4 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 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 4 making such sale, on demand, to the first part.

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 4 of the first part has set their hand and seal the day and year last above written.

A. B. Mitchell (SEAL)

Edna Mitchell (SEAL)

(SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on this 31st day of JANUARY A. D. 1950 before me, a Notary Public, in the aforesaid County and State, came A. B. Mitchell and Edna Mitchell, his wife,

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.



April 17, 1951

Harold A. Beck Notary Public

Recorded January 31, 1950 at 4:10 P. M.

Harold A. Beck Register of Deeds

Please
 return
 this
 instrument
 to
 the
 undersigned
 at
 the
 address
 given
 below
 within
 30
 days
 after
 the
 date
 of
 recording
 of
 this
 instrument
 to
 the
 Register
 of
 Deeds
 of
 Douglas
 County,
 Kansas.
 (Exp. Fee)