

30039 BOOK 97

MORTGAGE

IN. 52 RD

K. J. Taylor, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 28th day of January, in the year of our Lord one thousand nine hundred and fifty, between

Willie H. Freeman and Evelyn V. Freeman, husband and wife

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

part 1st of the first part, and The Lawrence Building and Loan Association

part 2nd of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Two thousand and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has vo sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated in the County of Douglas and State of Kansas, to wit:

Lots 5 and 6 in Block 4, in Belmont, an addition to the

city of Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st 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 intend 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 1st 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 and real estate in the County of Douglas and State of Kansas, and that they will keep the buildings upon said real estate insured against fire and damage by such amount and by such insurance company as shall be specified and directed by the part 2nd of the second part, and in the event that said part 1st 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 2nd of the second part may pay said taxes and insurance or either, and the amount so paid shall become a part of the indebtedness incurred 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 Two thousand and no/100 DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 28th day of JANUARY, 1950, and by 1 L.S. terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made by the part 1st of the first part 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 condition as were now, or if water is committed on said premises, then this conveyance shall become void, and the whole sum remaining unpaid on 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 levied for the said part 2nd of the second part, to take possession of the said premises and of the improvements thereon, in any manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the same 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 overplus, if any there be, shall be paid by the part 2nd of the second part, 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 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 1st of the first part has vo herein set their hand & and seal the day and year last above written.

Willie H. Freeman (SEAL)

Evelyn V. Freeman (SEAL)

(SEAL)