

MORTGAGE

39269

№ 53 Ю

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

This Indenture, Made this 3rd day of February, in the
year of our Lord one thousand nine hundred and Fifty
Kenneth E. Messenhimer and Claudine I. Messenhimer, his wife between

of Lawrence, in the County of Douglas and State of Kansas.
part 125 of the first part, and The Lawrence National Bank, Lawrence, Kansas.

_____ party _____ of the second part.
 Witnesseth, that the said part ies of the first part, in consideration of the sum of
FIFTY-THREE HUNDRED & no/100 • • • • • 00 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:

Lot No. One Hundred Thirty-one (131) on
Pennsylvania Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 102 of the first part therein.

And the said part 1.88 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, Kenneth E. Messenheimer and Claudine J. Messenheimer, his wife

It is agreed between the parties hereto that the part 1.00 of the first shall at all times during the life of the individuals, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that CHRY. WALKER have the right to receive the net proceeds of the sale of such real estate in such sums and by such insurance company as shall be specified and directed by the party CHRY. WALKER of the second part; and that if any be made payable to the said CHRY. WALKER, he shall pay the same to the said CHRY. WALKER interest. And in the event that said part 1.00 of the first part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the individuals, secured by this instrument, and shall be

THIS GRANT is intended as a mortgage to secure the payment of the sum of FIFTEEN HUNDRED & no/100

According to the terms of _____ certain written obligation _____ for the payment of said sum of money, executed on the _____ day of _____, 19____, and by _____ terms made payable to the part _____ 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 _____ 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 _____ of the first part shall fail to pay the same as provided in the indenture _____ DOLLARS.

[illegible]

In Witness Whereof, the parties of the first part do hereby become and their hand and seal the day and year last above written.

Kenneth E. Messersmith (SEAL)

Claudine J. Messenheimer (SEAL)

—(SEAL)

(SEAL)