

40051 BOOK 97

MORTGAGE

(No. 53 H)

V. J. Taylor, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 14th day of February in the year of our Lord one thousand nine hundred and fifty between

Bill L. Keller and Doris E. Keller, husband and wife

of Lawrence, in the County of Douglas and State of KANSAS part 188 of the first part, and The Lawrence Building and Loan Association

part V of the second part.

Witnesseth, that the said part 188 of the first part, in consideration of the sum of Fifteen hundred and no/100----- 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 V of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to wit:

Lots Nos. Seventeen (17) and Eighteen (18) in Frazier's

Subdivision of a portion of Addition Four (4) in that part of the City of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part 188 of the first part therein.

And the said part 188 of the first part do hereby covenant and agree that at the delivery hereof, they will be the lawful owners of the premises above granted, and vested 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 188 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 sound against fire and tornado in such sum and by such means as may be necessary to protect the same from such damage, and that the part 188 of the first part shall pay all taxes and assessments on the part of the said part V of the second part, and shall be liable for the same, and shall be liable for any taxes and assessments, or other, 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 Fifteen hundred and no/100----- DOLLARS,

according to the terms of this certain written obligation for the payment of said sum of money, executed on the 14th day of February 1953, and by 188, whose name is 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 expenses or to discharge any taxes with interest thereon as herein provided, in the event that said part 188 of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if each payment be made as herein specified, and the obligation contained herein fully discharged. If default be made in such payment 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 becomes due and payable, or if the same is not kept up, as provided, or if the buildings thereon are not kept in repair, or if the same are damaged, or if the same are destroyed, or if the same are taken away, or if the same are sold, or if the same are otherwise disposed of, or if the same are abandoned, or if the whole sum remaining unpaid, and all of the obligations created by this certain 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 V 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 thereon; and to sell the premises, ready, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount from time of sale of a sum equal to the unpaid principal amount and interest accrued thereon, and the overplus, if any there be, shall be paid by the person to whom the same shall be sold, to the said part V of the second 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 thereon, shall extend and relate to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 188 of the first part has V. J. Taylor set their hand and

and the day and year last above written.

Bill L. Keller (SEAL)
Doris E. Keller (SEAL)
 (SEAL)
 (SEAL)

This instrument was written and signed in the presence of the undersigned
 Notary Public
 Atch. B.C. City Society Reg. Seal
 17th day of February 1953
 Notary Public
 State of Kansas
 County of Douglas
 State of Kansas