

BOOK 97

MORTGAGE

(No. 52 H)

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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

parties of the first part, and The Lawrence Building and Loan Associationpart Y of the second part.

Witnesseth, that the said part 108 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, he has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y 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 1.25 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 thereto

It is agreed between the parties hereto that the part 2.2.2 of the first part shall at all times during the life of this indemnity, 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 insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2.2.2 of the second part, the loss, if any, made payable to the part 2.2.2 of the second part to the extent of 100.00 interest. And in the event that said part 2.2.2 of the second part shall fail to pay such sum of money or interest, or either, the sum of money to be paid shall become a part of the indebtedness, secured by this indemnity, and shall bear interest at the rate of 5 per centum from the date of maturity 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 ONE certain written obligation for the payment of said sum of money, secured on the 14th day of February, 1950, and by its terms made payable to the part Y of the second part, with all interest

_____ promising 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 this indenture.

[illegible]

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 100 of the first part he VS herewith set their hand & seal of the day and year last above written.

Bill L. Fuller (SEAL)

Norris E. Keller (SEAL)

—(SEAL)

(SEAL)