

No. 52 K

BOOK 97

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part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of

Eight Hundred Fifty and no/100-----DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, he S sold, and by this indenture do as 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:

Lot One Hundred and eight (108) on Indiana Street in Block forty
(40) in that part of the City of Lawrence, known as West Lawrence

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

And the said part Y of the first part do Q.S. hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the party Y 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 Y shall not keep the buildings upon said real estate insured against fire and theft, and shall not remove or dispose of the same, or any part thereof, or any interest therein, or any part thereof, or any loss, if made, payable to the party Y of the second part to the extent of 3 U.S. \$ 1000 interest. And in the event that said party Y of the second 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 party Y of the second interest shall be entitled to pay the same, and shall be entitled to keep said premises a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10 per cent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eight Hundred Fifty and no/100-

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of February 1950, and by its terms made payable to the part Y 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 Y of the second part to pay for any insurance or to discharge any trade with interest thereon as herein provided, in the event that said part Y 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 Y of the first part ha R hereunto set her hand and seal the day and year last above written.

Maud Smith (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 17th day of February A.D. 19 50
before me, a Notary Public in the aforesaid County and State,
came Maud Smith, a single woman

to me personally known to be the same person... 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.

My Commission Expires April 21 1950