

40625 BOOK 98  
MORTGAGE

THIS INDENTURE, Made this 15<sup>th</sup> day of May, 1950, by and between EVERETT L. NORRIS and MADELINE G. NORRIS, husband and wife, of Lawrence, Kansas, hereinafter referred to as parties of the first part, and Grace B. EMMETT, of 183E New Hampshire Street, Lawrence, Kansas, hereinafter referred to as party of the second part;

WITNESSETH: That said parties of the first part in consideration of the sum of Thirty-five Hundred (\$3,500.00) Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

Lot Four (4) in Block Three (3) in Cranson's Subdivision of Block Fifteen (15) of Babcock's Enlarged Addition, an addition to the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part and to her heirs and assigns forever; and the said parties 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 encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns forever, against the lawful claims of all parties whomsoever:

PROVIDED, ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: The said parties of the first part are justly indebted to the said party of the second part in the sum of Thirty-five Hundred (\$3,500.00) Dollars of lawful money of the United States being for a loan thereof made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain first mortgage real estate note, executed and delivered by the said parties of the first part bearing date of May 15, 1950, and payable to the order of party of the second part, with interest thereon from date until maturity at the rate of five per-cent (5%) per annum, payable semi-annually on the 15th day of November and the 15th day of May of each year;

Second: Parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same were due and to keep the premises properly insured to cover the amount of this mortgage, and if said taxes and insurance are not paid by the parties of the first part, then the party of the second part or the legal holder hereof may declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of five per-cent (5%) per annum.

Third: Parties of the first part do hereby agree to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.