

## MORTGAGE

(No. 52 K)

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

of Lawrence, in the County of Douglas and State of Kansas  
part 108 of the first part, and The Lawrence Building and Loan Association

—part Y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of

Two thousand dollars and no/100-----DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, has not 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:

The South fifty (50) feet of the South One Hundred (100) feet of the North One Hundred Sixty-seven (167) feet of the West One Hundred Fifty (150) feet of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Block Three (3) in Earl's Addition to the City of Lawrence, in Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.

And the said part 109 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 warrant and defend the same against all parties making valid claim thereon.

It is agreed between the parties hereto that the part \_\_\_\_\_ 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 LLOYD W. LEE 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 \_\_\_\_\_ of the second part, and that the part \_\_\_\_\_ of the second part shall pay the cost of such insurance, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two thousand dollars and no/100-  
DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of June 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 taxes with interest thereon as herein provided, in the event that said part 100 of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payments be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments 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 become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are in at the date hereof, or if the premises are sold by the holder hereunder before the expiration of the term herein expressed, then this conveyance shall become absolute and the sum so advanced shall immediately mature and become due and payable at the option of the holder hereunder, without notice, and it shall be lawful for the said party \_\_\_\_\_ 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 therefrom; and to sell the premises hereby granted, or any part thereof, to satisfy the amount of the sum so advanced, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the said party \_\_\_\_\_ to the said party \_\_\_\_\_. It is covenanted and warranted that the sums so advanced shall be applied to the payment of the taxes and interest on the mortgage herein referred to, making such sale, on demand, to the first party named above.

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 108 of the first part ha V9 hereunto set their hand s and seal s the day and year last above written.

James R. Sasser (SEAL)

Luis A. Rissman (SEAL)

(SEAL)

(SEAL)

[illegible]

This release  
was written  
on the original  
mortgage entered  
this 20 day  
of April  
19 51  
Hawald B.  
Reg. of Deeds  
Subrao Jee  
Deputy