

41473 BOOK 98

P. L. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

MORTGAGE

(No. 53 K)

E. J. Burles, Publisher of Local News. Lawrence, Kansas

of Lawrence, in the County of Douglas and State of Kansas

part 103 of the first part, and The Lawrence National Bank, Lawrence, Kansas.

_____ part y of the second part.

Witnesseth, that the said part 10s of the first part, in consideration of the sum of

SIX HUNDRED & no/100

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part ies of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number One Hundred Twenty Six

(126) on New Jersey Street, in the City

CS LAURENCE

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

And the said part 1.03 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 seised 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 0.00 of the first part shall at all times during the life of the part, pay all taxes or assessments that may be levied or assessed against said real estate with the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire according to said sum and the amount of any specific fire insurance policy or policies that may be obtained by the second part, and shall pay the cost of such insurance, and shall keep the same in full force and effect, and shall pay the cost of any such insurance to the part 0.00 of the second part to the extent of 0.00 interest. And in the event that said sum shall be insufficient to pay the cost of such insurance, 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 part 0.00 of the second part may pay said taxes and insurance, or either, 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 SIX HUNDRED & no/100 DOLLARS

according to the terms of certain written obligation for the payment of said sum of money, executed on the 22nd day of AUGUST 1950, and by its terms made payable to the part 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 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 1.22 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if any payments be made as herein specified, 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 they 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 now are, or if, as was committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein contained shall become due and payable, and the same shall be given to the holder hereof, and the same shall be paid by the holder hereof, without notice, and it shall be lawful for the said party, or the second party Agent, to foreclose the mortgage herein made, and 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 hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereon, and the surplus, if any there be, shall be paid to the

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 125 of the first part has 10 hereunto set their hand s and seal the day and year last above written.

(SEAL)

(SEAL)

-(SEAL)

STATE OF Douglas }
COUNTY OF Kansas } SS

Be It Remembered, That on this 22nd day of August A. D. 1950

before me, a Notary Public in the aforesaid County and State,
came J. E. Hughes and Dolly Hughes, his wife

to me personally known to be the same person S 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.

Howard B. Osman
Notary Public

Notary Public

Harold A. Beck - Register of Deeds