

MORTGAGE

42124 BOOK 99

(No. 52 R)

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This Indenture

Made this 3rd day of January, 1924, in the year of our Lord one thousand nine hundred and twenty-one between

Howard D. Wadsworth and Mollie Wadsworth, husband and wife

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

part 123 of the first part, and the Lawrence Building and Loan Association

part 7 of the second part

Witnesseth, that the said part 123 of the first part, in consideration of the sum of

Two Thousand Dollars and 00/100-----DOLLARS

to them July paid, the receipt of which is hereby acknowledged, have sold, and by this indenture

do GRANT, BARGAIN, SELL, and MORTGAGE to the said part 7 of the second part, the following described

real estate situated and being in the County of Douglas, and State of Kansas, to-wit:

Lot No. Twenty Three (23), in Block No. Twenty Two (22), in the

addition to the City of Lawrence, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 123 of the first part therein.

And the said part 123 of the first part do hereby covenant and agree that if the delivery hereof is not made by 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,

and that the said part 123 of the first part will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 123 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 the part 7 of the second part shall 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 123 of the first part, the loss, if any, made payable to the part 7 of the second part to the extent of the interest of the part 123 of the first part in said real estate. And in the event that the part 123 of the first 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 7 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 interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars and 00/100-----DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 3rd day of

January, 1924, and by the terms made payable to the part 7 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 7 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 123 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 specified, and the obligation contained therein fully discharged. If it shall be made in such payments or any part thereof or any obligation created thereby, 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 now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of

the holder hereof, without notice, and it shall be lawful for the said part 7 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, 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 thereto, and the overplus, if any there be, shall be paid by the

part 7 of the second part, making such sale, on demand, to the first part 123 of the first part.

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, assigns and representatives of the respective parties hereto.

In Witness Whereof, the part 123 of the first part has hereunto set its hand and seal, the day and year last above written.

Robert H. Wadsworth (SEAL)

Mollie Wadsworth (SEAL)

(SEAL)

(SEAL)