

43918 BOOK 100

MORTGAGE

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This Indenture, Made this 16th day of June, in the year of our Lord one thousand nine hundred and fiftyone between Veronica Parrell, a widow

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

part Y of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

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

Four Thousand and no/100 ----- DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by this indenture does 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 Fifty-three (153) and North half (N $\frac{1}{2}$)

of Lot One Hundred Fifty-five (155), Block Fifty-six (56)

in that part of the City of Lawrence known as West

Lawrence.

Also

Lot Sixteen (16), Block Seven (7) in South Lawrence

Including the rents, issues and profits thereof, provided however that the mortgagor shall have the right to collect the rents, issues and profits until default hereunder

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 she hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

And that she will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part 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 become due and payable, and that she will keep the buildings upon said real estate insured against fire and tornado in each sum and by such insurance company as shall be specified and directed by the part Y of the second part, the less, if any made payable to the part Y of the second part to the extent of the interest. And in the event that said part Y 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 Y 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 Four Thousand and no/100 ----- DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 16th day of June, 1951, and by ATB terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and this 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 debt or debts 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.

And this conveyance shall be void if such 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 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 tenor 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 Y 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 thereon and to sell the principal and interest, together with the costs and charges incident thereon, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part Y.

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 thereon, shall amend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

In Witness Whereof, the part Y of the first part has become as her hand and seal, the day and year last above written.

Veronica Parrell (SEAL)

(SEAL)

(SEAL)

(SEAL)