

## MORTGAGE

(52K) —

Boyles Legal Blanks — CASH STATIONERY CO., Lawrence, Kans.

**This Indenture**

This Indenture, Made this 15th day of September, in the  
year of our Lord one thousand nine hundred and fifty-one  
Homer T. Welsh and Velva A. Welsh, husband and wife between

of Lawrence, in the County of Douglas and State of Kansas  
part 108 of the first part, and The Lawrence National Bank, Lawrence, Kansas

part y of the second part

Witnesseth, that the said parties of the first part, in consideration of the sum of Six Hundred Seventy-two and 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas to-wit:

Lots No. Two Hundred (200) and Two Hundred Two (202) on Elm Street, in Block No. Four (4) in that part of the City of Lawrence known as North Lawrence.

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said part 102 of the first part therein

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner is 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 will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 100% of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will 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 Y of the second part, the loss if, any, made payable to the part Y of the second part to the extent of 100% interest. And in the event that said part 100% of the first part shall fail to pay such taxes when the same become due and payable or to keep such buildings 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 8 1  
Six Hundred Seventy-two and no/100 ----- DOLLARS

according to the terms of                       certain written obligation            for the payment of said sum of money, executed on the 16th day of September 1961, 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 ies of the first part shall fail to pay the same as provided in this indenture.

[illegible]

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 1st of the first part has vs hereunto set their hands and seal 8 the day and year last above written.

Homer F. Welsh (SEAL)  
Verna A. Welsh (SEAL)

STATE OF Kansas  
COUNTY OF Douglas

Be It Remembered, That on this 15 day of September A. D. 1951  
before me, a Notary Public in the aforesaid County and State,  
came Homer T. Welch and Velva A. Welch, husband and wife

to me personally known to be the same person, 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. *J. J. J. B. 1*

My Commission Expires January 8 1955

**Notary Public**