Reg. No. 8411   Fee Paid $10.00

MORTGAGE   (52K)
44719 BOOK 100

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

This Indenture, Made this ___9th___ day of ___October___, in the

year of our Lord one thousand nine hundred and ___October___ ___between___

Tyrus Raymond Wiley and Jeanette Wiley, husband and wife

of ___Lawrence___, in the County of ___Douglas___ and State of ___Kansas___ part **ies** of the first part, and ___The Lawrence Building and Loan Association___

part **y** of the second part.

Witnesseth, that the said part **ies** of the first part, in consideration of the sum of

___Four thousand dollars and no/100--------------------------------------___ DOLLARS

to ___them___ duly paid, the receipt of which is hereby acknowledged, ha **ve** 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:

___Beginning 125 feet East of the intersection of East line of Kentucky Street and South line of Southwest Quarter of Section Thirty-one (31), Township Twelve (12), Range Twenty (20); thence North 138 feet; thence East 30.1 feet; thence Southerly 138 feet to the South line of said Southwest Quarter; thence West 33.5 feet to point of beginning, all in the City of Lawrence in Douglas County, Kansas___

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

And the said part **ies** of the first part do ___hereby___ covenant and agree that at the delivery hereof **they are** the lawful owner **s** 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 thereto.

It is agreed between the parties hereto that the part **ies** 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 party **y** of the second part to the extent of **its** interest. And in the event that said part **ies** 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 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 ___9th___ day of ___October___ 19 **51**, 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.

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 of 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 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 **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 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 **y** of the second part making such sale, on demand, to the first part **ies**.

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 **ies** of the first part ha **ve** hereunto set ___their___ hand **s** and seal ___the___ day and year last above written.

Tyrus Raymond Wiley (SEAL)
Jeanette Wiley (SEAL)

STATE OF ___Kansas___ } SS.
COUNTY OF ___Douglas___

Be It Remembered, That on this ___9th___ day of ___October___ A. D. 19 **51** before me, a ___Notary Public___ in the aforesaid County and State, came ___Tyrus Raymond Wiley and Jeanette Wiley, husband and 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.

L. E. Eby
Notary Public

(SEAL NOTARY PUBLIC)

My Commission Expires ___April 21___ 19 **54**

Recorded October 9, 1951 at 11:10 A. M.

Harold A. Beck Register of Deeds