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45984 BOOK 101

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

Made this

Made this

24th

day of

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... in the

year of our Lord one thousand nine hundred and Fifty-one between
Pearl I. Craig and Marie V. Craig, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas
party of the second part

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Five Hundred Seventy-two and 25/100 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 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 at the Southwest corner of the South Half of the Northwest Quarter of Section 30, Township 12 South, Range 19 East of the Sixth P. M.; thence North 527 feet; thence East 520 feet to the center of the branch or creek; thence in a Southwesterly direction up the center of the branch to the South line of said South Half of the Northwest Quarter of said Section 30; thence West 554 feet to the place of beginning.

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.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof ~~they are~~ 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 they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 10% 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 become 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 party Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 10% interest. And in the event that said part 10% of the first part shall fail to pay such taxes when the same become due and payable or to keep said real estate insured in such sum and by such insurance company as shall be specified and directed by the party Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall fully comply 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

Five Hundred Seventy-two and 25/100 ----- DOLLARS,
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 24th
day of November, 1951, and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this cove[n]ance 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 premises be not paid when due, or if the premises be not insured against fire, or if the rents be not paid when due, or if the real estate are not kept in as good repair as they are now, or if any waste is committed, or if the premises be not kept in as good repair as they are now, or if 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 not become due and payable at the option of the mortgagee, then this notice, and it shall be lawful for the said party Y, of the second part, to take possession of the said premises and all the improvement thereon in the manner provided by law and to have a receiver appointed to collect the rents and become a receiver of the same, and to take possession of the said premises and all the improvement thereon, or any part thereof, in the manner prescribed by law, and of all of monies arising from such sale to retain the same for the satisfaction of the said debt, and the interest thereon, and the surplus, if any there be, shall be paid by the party Y, making such sale, on demand, to the first part leg.

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 parties of the first part ha^{ve} hereunto set their hands and seals the day and year last above written.

Pearl V. Craig (SEAL)
Marie V. Craig (SEAL)
(SEAL)
(SEAL)

to the undersigned, owner of the within mortgage, so having acknowledged the full payment of the debt secured thereby, and discharge the Obligor of said debt, the draft of this mortgage is void. Dated this 28 day of June 1953

Attest: *Notary Public*
S. G. Blagden, Jr. (Notary Public)
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