

MORTGAGE

46459 BOOK 101

THIS INDENTURE, Made this 15<sup>th</sup> day of April, 1952, by and between James Fyne, of Lawrence, Kansas, hereinafter referred to as party of the first part, and Annie L. Keeler and W. J. Keeler, both of Lawrence, Kansas, as joint tenants with right of survivorship and not as tenants in common, hereinafter referred to as party of the second part;

WITNESSETH, That said party of the first part, in consideration of the sum of Five Thousand Dollars (\$5,000.00) to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to party of the second part, their heirs and assigns forever, the following described real estate, to-wit:

The South Half of Lots Fifty-two (52), Fifty-four (54) and Fifty-six (56) in Block Thirty-five (35) in that part of the City of Lawrence known as West Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part and to their heirs and assigns forever; and the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, their heirs and assigns forever, against the lawful claims of all parties whomsoever:

PROVIDED, ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

**First:** Said party of the first part is justly indebted to the said party of the second part in the sum of Five Thousand Dollars (\$5,000.00) of lawful money of the United States, being for a loan thereof made by the said party of the second part to said party of the first part and payable according to the tenor and effect of one certain first mortgage real estate note executed and delivered by the said party of the first part bearing date of the 15<sup>th</sup> day of April, 1952, and payable to the order of party of the second part, with interest thereon at the rate of five per cent (5%) per annum on the unpaid balance, said interest and principal being payable at the rate of Seventy Dollars (\$70.00) per month starting on the first day of May, 1952, and Seventy Dollars (\$70.00) on the first day of each following month until the total Five Thousand Dollars (\$5,000.00) and interest as above stated is paid in full, all of said payments to be made to W. J. Keeler at his business address, Lawrence, Kansas.

**Second:** Party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due and to keep the premises properly insured to cover the amount of this mortgage, and if said taxes and insurance are not paid by the party of the first part, then the party of the second part or the legal holder hereof may declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes and insurance premiums; and the amount so paid shall be lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of five per cent (5%) per annum.