

47417 BOOK 102

MORTGAGE

(No. 52 K)

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This Indenture, Made this 30th day of September, in the year of our Lord one thousand nine hundred and fifty-two between Donald Elston and Edith Elston, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and Ross Stone and Ethel Marie Stone, or the survivor of them, part ies of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of Fourteen Hundred 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 part ies 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 a point 16 rods North of the Southwest corner of the Southwest Quarter of Section 10, Township 14 South of Range 20 East of the 6th P. M.; thence due North 115 rods, more or less to the point where the right of way of the Atchison, Topeka, and Santa Fe Railway intersects the West line of said section; thence Southeasterly along the South line of said right of way 121 rods 12 feet 6 inches more or less; thence due West 43 feet, more or less; thence due South 16 rods 28 feet, more or less to the South line of said section; thence West 5 rods, more or less; thence North 16 rods more or less; thence due West 32 1/2 rods, more or less to the point of beginning, containing 13 1/2 acres, more or less, less the 1/2 acre hereina set out in Deed Book 105 at page 520,

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 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 or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they 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 ies of the second part, the loss, if any, made payable to the part ies of the second part to the extent of their 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 ies 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 Fourteen Hundred and no/100 ----- DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the September day of 1952, and by its terms made payable to the survivor of them 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 ies 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 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 ies of the second part their assigns 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 ies 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 have hereunto set their hands and seal the day and year last above written.

Donald Elston (SEAL)
Edith Elston (SEAL)
(SEAL)
(SEAL)