

MORTGAGE (No. 52K) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, made this 22 day of June, in the year of our Lord, one thousand nine hundred and Fifty-three between Alice Julia Zeeb Mesenhimer and Glenn T. Mesenhimer, her husband

of _____ in the County of Douglas and State of Kansas

parties of the first part, and Mabel Zeeb Damm party of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of Six thousand, two hundred and thirty-seven dollars and fifty cents 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:

An undivided one-half interest in and to:
The Northeast Quarter of Section 24,
Township 12, Range 17, and the North-west Quarter of Section 19, Township 12, Range 18, in Douglas County, Kansas,

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 parties 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 keep the buildings upon said real estate insured against fire and tornado in each sum and by such insurance company as shall be specified and directed by the parties of the second part, if any, made payable to the party of the second part to the extent of interest. In the event that said parties of the first part shall fail to pay such taxes when the same become due and payable, then the parties of the second part 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 Six thousand, two hundred and thirty-seven dollars and fifty cents DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 19 53 day of 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 parties 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 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 parties of the second part to take possession of the said premises and all the improvements thereon in the premises, 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 surplus, if any there be, shall be paid by the party of the first part.

It is agreed by the parties hereto that the terms and provision 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 have hereunto set their hands and seal the day and year last above written.

Alice Julia Zeeb Mesenhimer (SEAL)
Glenn T. Mesenhimer (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS:

Be It Remembered, That on this 22 day of June A. D. 19 53 before me a Notary Public in the aforesaid County and State, came Alice Julia Zeeb Mesenhimer and Glen T. Mesenhimer her husband to me personally known, to be the same persons 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.

My Commission Expires on the 5 day of July 1953 Notary Public



for January 1953
David A. Beck
James Damm

David A. Beck Register of Deeds

I, the undersigned, Clerk of the County of Douglas, Kansas, do hereby acknowledge the full payment of the last installment of the mortgage of the above described premises to enter the discharge of this mortgage of record. Mabel Zeeb Damm, Mortgagee, Owner.