

50893 ROCK 105

## MORTGAGE

THIS INDENTURE, Made this 28th day of October in the year of our Lord one thousand nine hundred and fifty three between Fred E. Bennett and Grace O. Bennett, his wife, and Florence E. Bennett, a single person,

of the county of E. A. Morrow and Grace B. Morrow, husband and wife, and the survivor of them, as joint tenants with right of survivorship and not as tenants in common, party of the second part:

WITNESSETH. That the said part ies of the first part, in consideration of the sum of

NINE HUNDRED DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these

presents do GRANT, BARGAIN, SELL and MORTGAGE to the said part ies of the second part, and the survivor of them,

here and thereon, forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, described as follows to-wit:

Lots numbered thirty-one (31), thirty-two (32) and thirty-three (33), and a strip of ground four (4) feet in width off of the south side of lot thirty (30), all on Eighth Street, in Baldwin City;

with the appurtenances, and all the estate, title and interest, of the said parties 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 encumbrances

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than (\$900.00) Nine Hundred Dollars each and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of (\$900.00) Nine Hundred Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 28th day of October 1958 to the order of said second party with interest thereon according to the tenor thereof payable semi-annually according to the terms of said promissory note interest notes attached, and all of said notes bearing 6% per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Sheridan, Wyoming

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, and the executor, administrator and assigns, at any time thereafter, to take possession of said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to the said first part ies or their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s and seal s the day and year last above written

Signed, Sealed and Delivered in the presence of:

Fred E. Bennett (Seal)  
Grace O. Bennett (Seal)  
Florence E. Bennett (Seal)