Reg. No. 10,071 Fee Paid \$30.00

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	51727 BOOK 106
EAL ESTATE MORTGAGE	870-2 T. W. Hall Litho. Co., Topeka
A CONTRACT OF A	e
THIS INDENTURE, Made this Tenth thousand nine hundred Fifty-four	day of March in the year of our Lord one , between James C. Poindexter and Mildred
E. Poindexter, his wife	
in the County of Douglas	and State of Kansas, of the first part, and
WITNESSETH, That the said part 1050f the	SURANCE COMPANY, a Corporation of the second part.
TWELVE THOUSAND and No/100	
of which is hereby acknowledged, ha $\nabla \Theta$ sold and	by these presents do grant, bargain, sell and mortgage to the said
The second s	and assigns, forever, all that tract or parcel of land situated in the County of
Douglas and State of Kan	sas, describéd as follows, to-wit:
The Northeast Quart	er (NE ¹ / ₄) of the Southwest
Quarter (SW1) and the	he North one half (N_{E}^{+}) of er (NE_{2}^{+}) of the Southeast
Quarter (SE1) of the	e Southwest Quarter (SW2)
	11), Township Fifteen (15), n (19) East of the 6th P.M.
in Douglas County, 1	
	interest of the said part 105 of the first part therein. And the said
do hereby covenant and agree that at the deliv	dred E. Poindexter, hiw wife ery 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 incum-
and that they will warrant and defend th	e same against all claims whatsoever. This grant is intended as a Mortgage
	ELVE THOUSAND and No/100 DOLLARS,
according to the terms of a	certain promissory note this day executed by the
	ldred E. Foindexter to the said part y of the second part; ELVE THOUSAND and No/100 DOLLARS,
	d payable in Fifteen years from date hereof.
and the second	id, according to the terms of said note
And this conveyance shall be void if such payn	
	the first part hereby agree to pay all taxes assessed on said premises be- ereof, and to keep the said premises insured in favor of said mortgagee in the
sum of FIFTEEN THOUSAND and in some insurance company satisfactory to said mor	d No/100 DOLLARS, tgagee, in default whereof the said mortgagee may pay the taxes and accru-
ing penalties, interest and costs, and insure the same taxes and accruing penalties, interest and costs, and	s at the expense of the part $1 \oplus S$ of the first part; and the expense of such insurance, shall from the payment thereof be and become an additional lien ses, and shall bear interest at the rate of ten per cent per annum. But if dependent interest thereon, or the taxes assessed on said premises, or if the insurance
fault be made in such payment or any part thereof,	ses, and shall bear interest at the rate of ten per cent per annum. But if de- or interest thereon, or the taxes assessed on said premises, or if the insurance
is not kept up thereon, then this conveyance shall bec	ome absolute, and the whole principal of said note \cdot , and interest thereon, costs thereon remaining unpaid or which may have been paid by the part $\cdot \mathbf{y}$
the second s	of the second part for insurance shall be due and payable, orenot, at the
option of the part y of the second part; and it sh	all be lawful for the part y of the second part, its executors
and administrators and assigns, at any time thereafte	er, to self the premises hereby granted, or any part thereof, in the manner it at the option of the part \mathbf{X} of the second part $\frac{1}{128}$ error to \mathbf{x}
and administrators and assigns, at any time thereafte	
and administrators and assigns, at any time thereafter prescribed by law, appraisement hereby waived or no administrators, or assigns; and out of all the money cording to the conditions of this instrument, together	at the option of the part y of the second part, 1ts executors, s arising from such sale to retain the amount then due or to become due ac- with the costs and charges of making such sale, and the overplus, if any
and administrators and assigns, at any time thereaft prescribed by law, appraisement hereby waived or na administrators, or assigns; and out of all the money cording to the conditions of this instrument, together there be, shall be paid by the part y making such here or assigns.	bt, at the option of the part y of the second part; its executors, s arising from such sale to retain the amount then due or to become due ac- r with the costs and charges of making such sale, and the overplus, if any sale, on demand, to the said James C. Poindexter and Mildred E. Poindexter, thei
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and administrators and assigns, at any time thereafter prescribed by law, appraisement hereby waived or no administrators, or assigns; and out of all the money cording to the conditions of this instrument, together there be, shall be paid by the part y making such heirs or assigns. And as additional and collateral security for the the underigned hereby transfers, sets over and conv come that may from time to time become due and pa- thet may from time to time become due and pa- thet may from time to time become due and pa- ties that particular the executed or come into existence to collect the same, and the undersigned hereby agro- mating, such deede or other instruments as the mort and for an order of the number of the together of delinquency or default in compliance with the tern instate and become rold upon the payment and releas lease seriously depreciate the value of said land for beform due and payable. IN TERTIMONY WHEREOF, The said part and seals , the day and year first above written.	et, at the option of the part Y of the second part. 1ts executors, s arising from such sale to retain the amount then due or to become due ac- second state of the said James C. Poindexter and Mildred E. Poindexter, they represent of this mortgage, the interest thereon and the taxes on said land, why to the mortgage, all rents, royalite, bonuse, delay moneys or other in- yable under any oil, gas, mineral or other lease's of any kind now existing or so to the mortgage, all rents, royalite, bonuse, delay moneys or other in- yable under any oil, gas, mineral or other lease's of any kind now existing or execute, acknowledge and deliver to the mortgagee, its successors or income, which rights are to be exercised by said mortgagee only in the event as of this mortgage. Should operation under any oil, gas, mineral or other general farming purposes, all notes secured by this mortgage shall thereupon
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