

7858 Book 111

REAL ESTATE MORTGAGE.

1357-2

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This Indenture, Made this 25th day of October in the year of our Lord one thousand nine hundred fifty five between Dean Wrightsman and Grace Wrightsman, his wife,

in the County of Douglas and State of Kansas, of the first part, and W. J. Day and Clara C. Day, either or the survivor of the second part,

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three thousand and no/100 DOLLARS, to them by 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 1st of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Lot Fifteen (15), in Block Two Hundred Seventeen (217), in the City of Eudora, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they were 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 claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Three thousand and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said part 1st of the second part,

said note being given for the sum of Three thousand and no/100 DOLLARS, dated October 25th, 1955, due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalty or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not at the option of the part of the second part, and it shall be lawful for the part of the second part, their executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part of the second part, their executors, administrators, or assigns, and out of all the money arising from such sale to retain the amount they due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said heirs or assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seal, the day and year first above written.

Signed and delivered in presence of

Dean Wrightsman (Seal)
Grace Wrightsman (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of October, 1955, A. D. 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dean Wrightsman and Grace Wrightsman, his wife,

to me personally known to be the same person who executed the within instrument of writing, and each person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, on the day and year last above written.

W. R. Mercier

(My commission expires Aug. 12, 1959)

Recorded October 26, 1955 at 11:28 A.M.

SATISFACTION

Register of Deeds

\$3000.00

July 1, 1959

RECEIVED OF Dean Wrightsman and Grace Wrightsman, his wife the within-named mortgagor, the sum of Three Thousand Dollars and -100 Dollars, in full satisfaction of the within Mortgage.

Witness: Clin K. Petefish

W. J. Day

Clara C. Day

