

58915 Book 112

MORTGAGE

(No. 52K)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this 2nd day of March, 1956 between
Lynda C. Fuller, single woman
 of Lawrence in the County of Douglas and State of Kansas
 party of the first part, and Omnia Ice party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of
One Thousand and no/100 DOLLARS
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by
 this indenture does 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:

Beginning 660 feet East and 498 feet North of the Southwest corner
 of the Southeast Quarter of Section 2, Township 14 South, Range 19
 East of the 6th P. M.; thence North 162 feet; thence East 198 feet;
 thence North 448.8 feet; thence West 300 feet; thence South 29° 37'
 West 307.5 feet; thence South 26° West 380.7 feet; thence East 421
 feet to the place of beginning, containing 5.79 acres, less Highway;
 also, One and One-half acres off the North end of the following de-
 scribed tract: Beginning at the Southwest corner of the Southeast
 Quarter of Section 2, Township 14 South, Range 19 East of the 6th
 P. M.; thence East 10 chains; thence North 498 feet; thence West 421
 feet to the center of the public highway; thence Southwest along the
 center of said highway to the place of beginning; less that part of
 said one and one-half acre tract sold to E. S. Dillon by warranty deed
 recorded in Book 165, page 399, and less Highway.

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is 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 she will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 she will
 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 party of the second part; the loss, if any, made payable to the party of the second part to the extent of DSR
 interest. And in the event that said party 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 party 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 One Thousand and
no/100 DOLLARS,

according to the terms of DSR certain written obligation for the payment of said sum of money, executed on the
 day of March, 1956, and by 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 party 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 party of the second part, her heirs or assigns, to take possession of the said premises and all the improve-
 ments 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 party making such sale, on demand, to the first party.

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 party of the first part has hereunto set her hand and seal, the day and year
 last above written.

Lynda C. Fuller (SEAL)
 Lynda C. Fuller (SEAL)

(SEAL)

(SEAL)

(SEAL)