

MORTGAGE

Book 112

(52K)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 5th day of June, in the year of our Lord one thousand nine hundred and fifty six between Ben C. Ireland and Nellie I. Ireland, his wife, and Leo O'Keefe and Lillian O'Keefe, his wife of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and Fred W. Neils part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Forty Five Hundred (\$4500.00) 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Begin at an iron pin 59.7 feet East and 546.2 feet South of the Northwest corner of the South 24 acres of the West 64 acres of the Southeast Quarter of Section Nineteen (19), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian; thence South parallel with the Section line 11.8 feet; thence West 59.7 feet to the Section line; thence South on the Section line 63.52 feet; thence East parallel with the South line of said Section 587.7 feet; thence North 75.32 feet; thence West 528 feet to the point of beginning.

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

And the said part 1st 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 becomes due and payable, and that they 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 his interest. And in the event that said part 1st 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 Forty Five Hundred (\$4500.00) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 5th day of June 19 56, 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 part 1st 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 to take possession of the said premises and all the improvements 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 of the second part making such sale, on demand, to the first part 1st.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Ben C. Ireland

Ben C. Ireland

Nellie I. Ireland

Nellie I. Ireland

Leo O'Keefe

Leo O'Keefe

Lillian O'Keefe

Lillian O'Keefe

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

SS.

Be It Remembered, That on this 5th day of JUNE, A. D. 1956, before me, a Notary Public in the aforesaid County and State, came BEN C. Ireland and Nellie I. Ireland, his wife, and Leo O'Keefe and Lillian O'Keefe, his wife 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.

Ruby Heffner
Ruby Heffner

Notary Public

My Commission Expires April 27, 1959

Recorded June 6, 1956 at 1:45 P.M.

Harold A. Beck
Frances M. Lippert

Register of Deeds

This release
has been
written
on the original
mortgage
entered
with day
of
1956
James B.
Reg. of Deeds