

Book 111

(No. 52K)

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

day of

19 between

of _____ in the County of _____ and State of _____
part 1st of the first part, and Clarence S. Fuller and Henrietta A. Fuller, his wife, as joint
tenants with right of survivorship and not as tenants in common part _____ of the second part.

Witnesseth, that the said part of the first part, in consideration of the sum of

DOLLARS

to the _____ duly paid, the receipt of which is hereby acknowledged, has been sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), in Block

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

And the said part 1/2 of the first part do hereby covenant and agree that at the delivery hereof 1/2 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 ~~the~~ ^{he} will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 0.00 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 the part 0.00 of the second part shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as may be specified and directed by the part 0.00 of the second part, the loss, if any, made payable to the part 0.00 of the second part to the extent of the interest. And in the event that said part 0.00 of the first part shall at any time become delinquent in the payment of any taxes and interest on said premises insured as herein provided, then the part 0.00 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

DOLLARS

according to the terms of 100 certain written obligation for the payment of said sum of money, executed on the 25 day of October 19 55, and by these terms made payable to the part 100 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 part 100 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 100 of the first part shall fail to pay the same as provided in this indenture.

that said part 1.00 of the first part shall fall 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 it is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the same shall be immediately due and payable as 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 part 1.00 of the second part _____ to take possession of the said premises and all the improvements thereon and to cause the same to be sold and the proceeds thereof to be applied to the payment of the said debt.

the said part. 100 of the second part. 100 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 part 100 making such sale, on demand, to the first part. 100

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 part ing of the first part ha ve hereunto set their hand s and seal the day and year last above written.

In Witness Whereof, the part ing of the first part ha ve hereunto set their hand s and seal the day and year last above written.

Edward H. Tesch (SEAL)
Nigel M. Tesch (SEAL)
Laurence H. Hunsaker (SEAL)
J. Ann Hunsaker (SEAL)

STATE OF ~~Florida~~

COUNTY, } SS.

BE IT REMEMBERED, That on this 25th day of October, A. D., 19

before me, a Notary Public

came Edward D. Teach and Hazel E. Teach, his wife, and Lawrence E. Munseker and Jo-Ann Munseker, his wife.

to me personally known to be the same person as 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.

7-25-

10 59

Notary Public

Recorded November 9, 1956 at 2:30 P.M.

RELEASE

Clarence S. Fuller

Henrietta A. Fuller

Mortgagee.