

64973

BOOK 117

MORTGAGE

(No. 52K)

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

This Indenture, Made this 30th day of January, 1958, between
James A. Eberhard, a single man,

of Lawrence, in the County of Douglas and State of Kansas
part Y of the first part, and J. C. Hemphill
part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of
One Thousand (\$1,000.00) ————— DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by
this indenture does 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:

Beginning at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of
Section Six (6), Township Twelve (12) South, Range Twenty (20) East
of the 6th Principal Meridian, thence South Fifty (50) rods, thence
East One Hundred Fifty-seven (157) rods, thence North Fifty (50)
rods, thence West One Hundred Fifty-seven (157) rods to the place of
beginning.

James A. Eberhard hereby states and represents that his mother, Emma L. Eberhard,
died on November 8, 1955, while residing in the City of Lawrence, Douglas County, Kansas.

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

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof he 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 he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y 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 the part Y of the second part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the first part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the second part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the first part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the second part shall~~
And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable, ~~and the part Y of the second part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the first part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the second part shall~~
then the part Y of the second part may pay said taxes ~~and the part Y of the first part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the second part shall~~
to 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 (\$1,000.00) ————— DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th
day of January, 1958, and by its terms made payable to the part Y 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 Y of the second part to pay for any ~~and the part Y of the first part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the second part shall~~
that said part Y 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, ~~and the part Y of the second part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the first part shall~~
~~pay the same taxes and assessments when the same becomes due and payable, and the part Y of the second part shall~~
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 part Y of the second part
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 part Y making such sale, on demand, to the first part Y.

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 Y of the first part has hereunto set his hand and seal the day and year
last above written.

James A. Eberhard (SEAL)
James A. Eberhard (SEAL)
(SEAL)
(SEAL)