

MORTGAGE

66070
18-2-T. W.

BOOK 118

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 29th day of May A. D. 19 58
between Percy J. Humphrey
of Douglas County, in the State of Kansas, of the first part
and Wheelans, Inc.
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of \$ 4,277.00
FOUR THOUSAND TWO HUNDRED And SEVENTY SEVEN * - - - - - and 00/100 DOLLARS,
the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto
said party of the second part, its trustees, successors and assigns, all the following described Real Estate,
situated in Douglas County, and State of Kansas to wit:

The Southeast Quarter of Section Eighteen (18),
Township Thirteen (13) South, Range Eighteen (18) East.

Said party of the first part does hereby covenant and agree that at the delivery of this instrument
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 except mortgage held
by the Federal Land Bank and that he will warrant and defend the same against all
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, forever.

Said party of the first part hereby agrees to pay all taxes assessed on said premises before any pen-
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
in the sum of Ten Thousand Four Hundred And 00/100 - - - - - DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Percy J. Humphrey

has this day executed and delivered a certain promissory note in writing to said party
of the second part, of which the following is a copy :



\$ 4,277.00 May 29, 19 58
THREE YEARS after date I promise to pay to
the order of WHEELANS, INC.
FOUR THOUSAND TWO HUNDRED SEVENTY SEVEN And 00/100 - - - - - Dollars
at Payments in amount of 150.00 to be due each month starting Sept. 1,
1958.
Value received with interest at 5 per cent. per annum.

No. Due Signed - Percy J. Humphrey
LaVera Humphrey

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part,
its trustees, successors and assigns, said sum of money in the above described note mentioned, together
with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly dis-
charged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or
any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of
every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid
when the same are by law made due and payable, or if insurance premiums are not paid when due, then the
whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the
option of the holder hereof, and said party of the second part shall be entitled to the possession of said
premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his
hand the day and year first above written.

Percy J. Humphrey
LaVera Humphrey
LaVera Humphrey