

70968

BOOK 122

MORTGAGE

(Me. 52K)

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

This Indenture, Made this 19 day of August 19 59 between
 Joe P. Jaimes and Joan C. Jaimes, husband and wife
 of Eudora, in the County of Douglas and State of Kansas
 parties of the first part, and George Gerstenberger and Alma Gerstenberger
 part 1es of the second part.

Witnesseth, that the said part 1es of the first part, in consideration of the sum of
 Five Thousand & no/100 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 1es of the second part, the
 following described real estate situated and being in the County of Douglas and State of
 Kansas, to-wit:

Lot Eight (8), and the south half of lot seven (8 1/2), in Block
 One hundred sixty-five (165), in the City of Eudora, Kansas.

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

And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they were 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 part 1es 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
 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 part 1es of the second part, the loss, if any, made payable to the part 1es of the second part to the extent of their
 interest. And in the event that said part 1es 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 part 1es 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

Five Thousand & no/100 DOLLARS

according to the terms of certain written obligation for the payment of said sum of money, executed on the
 day of 19 59, and by terms made payable to the part 1es 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 1es 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 1es 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 part 1es 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 surplus, if any there be,
 shall be paid by the part 1es making such sale, on demand, to the first part.

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 1es of the first part have hereunto set their hand and seal on the day and year
 last above written.

Joe P. Jaimes (SEAL)
 Joan C. Jaimes (SEAL)

Kansas
 STATE OF Douglas
 COUNTY, ss.

BE IT REMEMBERED, That on this 19 day of August A. D. 19 59
 before me, a Notary Public in the aforesaid County and State
 came Joe P. Jaimes and Joan C. Jaimes, husband and 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.

My Commission Expires 7-25- 63

19 63

Notary Public

Recorded August 25, 1959 at 11:55 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of
 the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this
 mortgage of record. Dated this 13 day of May 1963.

George Gerstenberger
 Alma Gerstenberger

Mortgagee. Owner.

This release
 was written
 on the original
 mortgage entered
 the 13 day
 of May
 19 63

Harold A. Beck
 Reg. of Deeds
 By Janice Baez
 Deputy