

REAL ESTATE MORTGAGE

88734

357-2

BOOK 136

Crane & Co., Topeka, Kansas

THIS INDENTURE, Made this 7th day of December, in the year of our Lord one thousand nine hundred Sixty Three, between Paul R. Dring & Elizabeth T. Dring, his wife, in the County of Douglas and State of Kansas, of the first part, and C.Y. Thomas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventeen Thousand Dollars (\$17,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Beginning on the South line of the North one-half of the Southwest Quarter of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19), at a point 1496 feet West of the Southeast corner of the North one-half of the Southwest Quarter of said Section Thirty-six (36), thence West 157 feet, thence North 173 feet, thence East 155 feet, thence South 2 feet, thence East 2 feet, thence South to the place of beginning, Douglas County, Kansas, less the West 3 feet thereof.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Paul R. Dring and Elizabeth T. Dring

do hereby covenant and agree that at the delivery hereof they are 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 easements and restrictions of record and a first mortgage to Capitol Federal Savings and Loan Association and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a

Mortgage to secure the payment of the sum of \$17,000.00 DOLLARS, according to the terms of a certain promissory note this day executed by the

said Parties of the First Part to the said party of the second part, said note being given for the sum of \$17,000.00 DOLLARS, dated December 7, 1963, due and payable in 3 years, 24 days, from date hereof,

with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinbefore specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties making such sale, on demand, to the said party of the second part, his heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

State of Kansas,

County, ss.

BE IT REMEMBERED, That on this 7th day of December, A.D. 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Paul R. Dring and Elizabeth T. Dring

to me personally known to be the same

persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal, on the day and year last above written.



(My commission expires April 24, 1965)

Recorded January 24, 1964 at 11:30 A.M.

Harold A. D. Register of Deeds

ATTEST
James Baum 8-16-66
Recorder of Deeds

Lucille E. Allison, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court on the 14th day of June 1966 and that the same was duly recorded on the 14th day of June 1966. Witness my hand this 4th day of August 1967.
Lucille E. Allison