

MORTGAGE

1137

(No. 528)

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BOOK 140

This Indenture, Made this 6th day of May, 1965 between Wayne D. Powell and Margaret Joanne Powell, formerly Margaret Joanne Meyer, his wife of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and Kaw Valley State Bank, Eudora, Kansas part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Twenty four thousand and 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 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lot Ten (10) and the South Half of Lot Nine (9), in Block One Hundred Eighty-three (183), in the City of Eudora.

Beginning at the Northeast corner of the South Half of the Northwest Quarter of Section One (1), Township Fourteen (14) South, Range Eighteen (18) East; thence South on the Quarter Section line 417.42 feet to the center of Lone Star County Road No. 220; thence along County Road No. 220 South 77 degrees and 10 minutes West 150 feet; thence in a Northwesterly direction to a point on the North line of said South Half of said Northwest Quarter 325 feet West of the Northeast corner of said South Half of said Northwest Quarter; thence East along said North line 325 feet to the point of beginning, containing 2.5 acres more or less.

All of Lot One Hundred Ten (110) and the North Half of Lot One Hundred Eleven (111) in Fairfax Addition, an Addition to the City of Lawrence.

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

And the said parties of the first part 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.

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 parties 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 will 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 100 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 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 Twenty four thousand and no/100 DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 6th day of May 1965, 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 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.

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 Y 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 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 100 of the first part has hereunto set their hand and seal the day and year last above written.

Wayne D Powell (SEAL)  
Wayne D. Powell

Margaret Joanne Powell (SEAL)  
Margaret Joanne Powell (SEAL)

See United States of Mortgage, See Book 158, page 33.