

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Hundred and no/100 - - - - -

according to the terms of 000 certain written obligation for the payment of said sum of money, executed on the 11th day of December 19 46, 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 123 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 123.

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

Arthur B. O'Keefe (SEAL)  
Cora K. O'Keefe (SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

Be It Remembered, That on this 11th day of December A. D. 19 46 before me, a Notary Public in the aforesaid County and State, came Arthur B. O'Keefe and Cora K. O'Keefe

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 July 17 1950

Notary Public

RECORDED IN BOOK 13, 1946 at 1:10 P.M. David A. Beck REGISTER OF DEEDS.

30815

FORM No. 1116 - Class E

Demaree Stationery Co., 201 Walnut, Kansas City, Mo.

# #354383 Kansas Mortgage

BOOK 158 PAGE 503

This Mortgage, Made this 17th day of September in the year of Our Lord One Thousand Nine Hundred forty-six by and between THOMAS E. HUGHES and GRACE HUGHES, husband and wife,

of the County of WYANDOTTE and State of KANSAS parties of the first part, and

H. B. KIBLER part y of the second part,

WITNESSETH: THAT SAID PART 123 OF THE FIRST PART, for and in consideration of the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS,

to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, and to his heirs and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of JOHNSON & DOUGLAS and State of Kansas, to-wit: THE W<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of Sec. 11,

Twp. 13, R. 21, containing 80 Acres, more or less in said Johnson County; and also the following tract of land in said Douglas County, Kansas, -containing 7 Acres, more or less, Beg. at NW Corner of NE<sup>1</sup>/<sub>4</sub> of NE<sup>1</sup>/<sub>4</sub>, Sec. 10, Township 13, R. 21, thence So. on the line of said quarter-section 60 Rds., thence W. at right angles 24 Rds., thence N. at right angles 21 Rds. 10 ft., thence NEly to a point on North line of said quarter-section 10 rods W. of NE Corner of said quarter section, thence E. on North line of said quarter section to point of beginning.

Indorsement on back 112, page 44