

31137 BOOK 89

MORTGAGE

(No. 52K)

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This Indenture, made this 19th day of November, in the year of our Lord, one thousand nine hundred and forty six between Harold H. Reusch and Hazel Irene Reusch, his wife

of Eudora 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 part ies of the first part in consideration of the sum of

Two thousand and no/100 ----- DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots number 5-6-7-8 & 9 in Blk. 71, in the City of Eudora, Kansas, and  
All that tract of land beginning seven and three-fourths (7 3/4) rods N. and  
sixteen rods west in the Southwest Quarter of Section Five, Township Thirteen  
Range Twenty-one, Douglas County, Kans. where the West line of the City limits  
running North and South intersects the Center of the hedge fence now on the  
North side of Block Seventy-two, City of Eudora, thence West twenty rods; thence  
North seven and one fourth rods to the center of ravine; thence in a Easterly  
direction along the center of said ravine to a point due North of the starting p  
point; thence South Six rods to place of beginning.

Also a piece of parcel of land beginning at a point two hundred ninety feet  
North of the Southeast Corner of the Northeast Quarter of the Southwest  
Quarter of Section five(5), Township Thirteen(13), Range Twenty-one(21),  
thence in a Northwesterly direction Five Hundred Fifty-six feet; thence North  
Fifteen feet; thence East along the ravine to Half Section line; thence  
South to place of beginning, the same being a roadway Fifteen feet wide  
along said Ravine all located in the Southwest Quarter of Section Five,  
Township Thirteen Range Twenty-one, Douglas County, Kansas, containing  
Two and One-fifth (2 1/5) acres. Also,  
Lots Nos. 6-7-8-9 & 10 in Block 98, City of Eudora, Kansas.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they 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 part ies of the first part shall at all times during the life of this indenture, pay all taxes or 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 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 ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y 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

DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of November 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 ies 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 ies of the first part.

It is agreed by the parties hereto that the terms and provision of this indenture and each and every obligation therein contained, and all covenants, conditions, and terms, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and assigns of the respective parties hereto.

In Witness Whereof, the part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

Harold H. Reusch (SEAL)  
Hazel Irene Reusch (SEAL)  
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