

31262 BOOK 91

**MORTGAGE** (No. 225) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, made this 29th day of January A.D. 1947, between Albert H. Brewster and Laura G. Brewster, his wife; of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Forrest A. Jackson part of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of Five hundred and no/100 (\$500.00) 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East Ten (10) acres of the West Thirty (30) acres of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-one (21), Township Twelve (12) South, Range Nineteen (19) East of the Sixth P.M.; and

The West One-half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-one (21), Township Twelve (12) South, Range Nineteen (19) East of the Sixth P.M., containing 20 acres more or less,

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 legal owners of the premises above granted, and seized of a good and indefeasible estate of inheritance, free and clear of all encumbrances, and that they will warrant and defend the same against all parties making lawful claim thereon.

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 or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and lightning in such sum, and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part in the event of fire interest. And in the event that said party of the second part may pay said taxes and interest, 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 ten per cent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five hundred (\$500.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 29th day of January 1947, and by the terms made payable to the party 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 party 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 party of the second 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 hereby, 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 said party of the second part, and it shall be lawful for the said party 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 rent 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 secure the amount then unpaid of principal and interest together with the costs and charges incident thereto, and the surplus if any then be, shall be paid by the party of the second part, ending such sale, on demand, to the first part 100 per cent.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 1st of the first part have hereunto set their hands and seals the day and year last above written.

Albert H. Brewster (SEAL)  
Laura G. Brewster (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS

SS.

Be It Remembered, That on this 30th day of January A.D. 1947 before me, a Notary Public in the aforesaid County and State, came Albert H. Brewster and Laura G. Brewster, his 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.

Marie Brown Notary Public

My Commission Expires on the 4th day of December 1950

Recorded January 30, 1947 at 10:58 A.M. Forrest A. Jackson Register of Deeds Marie Brown Deputy

ATTEST:  
I, Forrest A. Jackson, Notary Public for Kansas, do hereby certify that the foregoing is a true and correct copy of the original as the same was written and filed in my office on the 30th day of January A.D. 1947.  
Marie Brown