

33582 BOOK 93

MORTGAGE A

(No. 338)

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This Indenture, Made this 24th day of September in the year of Our Lord one thousand nine hundred and forty-seven

Delta H. Arnold and Lula M. Arnold, his wife

of Atchison in the County of Atchison and State of Kansas

parties of the first part; and F. E. Wolf

part of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

Thirty-two Hundred and NO/100

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:

Lots numbered 120 and east half of lot 122 on Jersey Street, in the city of Baldwin City, Kansas

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

And the said part 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 the said part of the first part will warrant and defend the same against all parties making lawful claim thereon. It is agreed between the parties hereto that the part 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 the said part of the second part shall 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 of the second part, the sum, if any, made payable to the part of the second part to the extent of the interest. And in the event that said part 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 Thirty-two Hundred and NO/100 according to the terms of one certain written obligation for the payment of said sum of money, dated the 24th day of September, 1947, and by the said part 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 of the second part to pay for any taxes or to discharge any taxes with interest thereon as herein provided, in the event that said part 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 assess is commenced 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 of the second part, its heirs, assigns, or assigns, to take possession of the said premises and all the appurtenances 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 of the second part to the part of the first part.

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 be binding and enforceable upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part of the first part by Delta H. Arnold and Lula M. Arnold, hereunto set their hands and seal the day and year last above written.

Delta H. Arnold (SEAL)
Lula M. Arnold (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 24th day of September A. D. 1947 before me, a Notary Public in the aforesaid County and State, came Delta H. Arnold and Lula M. Arnold

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 Aug. 7, 1948

Gladys A. Morris (SEAL)
Notary Public

Harold A. Bess, Register of Deeds.