

33648 BOOK 33

MORTGAGE

(Noted)

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This Indenture,

Made this 1st day of October, 1947, in the County of Douglas, State of Kansas, between

Re. W. Craig and Lola M. Craig, his wife

of Lawrence, in the County of Douglas, and State of Kansas

Part 1st of the first part, and Gladys F. Barick

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Five thousand and no/10000 DOLLARS

do GRANT, BARGAIN, SELL and MORTGAGE to the said part 1st of the second part, the following described real estate situated and being in the County of Douglas, State of Kansas, to-wit:

Southwest Quarter 1/4 of Section 13, Township 14,
South of Range 20, East of the 6th P.M. in Douglas
County, Kansas.

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

And the said part 1st of the first part do hereby covenant and agree that on the delivery hereof, they are the lawful owners of the premises above granted and sold and indefeasible estate of inheritance, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this mortgage, pay all taxes, assessments, charges, interest, principal and costs of such mortgage, and 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 1st of the second part, the loss of which shall be payable to the part 1st of the second part to the extent of the interest. And in the event that the part 1st 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 1st of the second part may pay and insure, or either, and the amount so paid shall become a part of the indebtedness secured by this mortgage, 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 Five thousand and no/10000 DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of October, 1947, and by the terms made payable to the part 1st 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 1st 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 1st 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 not performed or any obligation created thereby, or interest thereon, or if the buildings on said real estate are not kept up 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 up as they are now, or if wages are 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 1st of the second part, by the power hereinbefore given, 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 profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of the proceeds arising from such sale to pay the amount then unpaid of principal and interest, together with the costs and charges made thereon, and the surplus, if any, shall be paid to the part 1st of the second part, making such sale, on demand, to 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 extend and inure to, and be obligatory upon the heirs, executors, administrators, assigns and successors of the parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Re. W. Craig (SEAL)
Lola M. Craig (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 1st day of October, A. D. 1947, before me, a Notary Public in the aforesaid County and State, came Re. W. Craig and Lola M. Craig, 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.

My Commission Expires Jan 25 1950 Notary Public

Recorded October 3, 1947 at 11:20 A.M.
RELEASE
I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 3rd day of October 1951.
Hans A. Beck, Register of Deeds.
Gladys F. Barick, Mortgages, Owner.