

34114 Book 93

MORTGAGE

No. 32 K

H. J. Boyd, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 5th day of December, in the year of our Lord one thousand nine hundred and Forty Seven, between

Joe M. Fisher and Lula Mae Fisher, husband and wife

of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and Roscoe D. Sweeney and Ida Mae Sweeney, husband and wife, parties of the second part.

Witnesseth, that the said party 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, has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to wit:

The South Twenty-Four Acres of the West Sixty-Four Acres of the Southeast Quarter (SE^{1/4}) of Section Nineteen (19) Township Twelve (12) Range Twenty (20) Less Six (6) Acres of the East Side of Said Tract, Less 3/100 of an acre Highway Right-of-Way.

with the appurtenances and all the estate, title and interest of the said part 100^{1/2} of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner(s) of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 100^{1/2} of the first part shall at all times during the term 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 the Party of the First Part shall pay all taxes or assessments upon said real estate against wind and tornado in such amount and by such insurance company as shall be specified and directed by the party 100^{1/2} of the second part, the last and final payment to be made by the party of the second part to the extent of 10% interest. And in the event that said party 100^{1/2} 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 party 100^{1/2} 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 TWO THOUSAND AND NO/100 DOLLARS, according to the terms of said certain written obligation for the payment of said sum of money, executed on the 5th day of December 1947, and by these terms made payable to the party 100^{1/2} 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 100^{1/2} 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 100^{1/2} 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 obligations hereinabove fully discharged. If default be made in such payments or if any part thereof or any obligation created thereby, or interest thereon, or on the taxes on said real estate 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 a good repair, then the holder of this conveyance, or his attorney, or 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 payment 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 party 100^{1/2} of the second part, to take possession of the said premises and all the improvements thereon in the manner provided by law, or, in their discretion, appointed to collect the rents and benefits accruing thereto; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 party 100^{1/2}, making such sale, on demand, to the first party.

In witness whereof, the parties to this indenture have hereunto set their hands and signatures, this day and year last above written,

Witnssed
Lawrence
Kansas
Witness to mark
Signature
Name to mark
Name to mark

6 months after Joe M. Fisher (SEAL)

Lula Mae Fisher (SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

Be It Remembered, That on the 5th day of December A.D. 1947 before me, a Notary Public, in the aforesaid County and State, came Joe M. Fisher and Lula Mae Fisher

to me personally known to be the same person 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.

Notary Public

My Commission Expires April 25, 1951

Harold A. Beck Register of Deeds

Deed recorded in volume 117 at page 111 on the
day of January 1951
at the County Clerk's office, Topeka, Kansas
This instrument was written on the 1st day of January 1951
and entered on the 2nd day of January 1951
by Harold A. Beck, Notary Public
Xanthia C. Beck, Clerk of Deeds