

34680 BOOK 93

MORTGAGE (No. 528)

F. J. Hayes, Publisher of Legal Banks, Lawrence, Kansas

This Indenture, Made this twenty-sixth day of February, in the year of our Lord one thousand nine hundred and forty-eight, between

Robert Peterson and Helen E. Peterson, his wife,

of , in the County of Douglas and State of Kansas

parties of the first part, and The First National Bank of Lawrence

parties of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Twelve thousand and no/100 (\$12,000.00) DOLLARS

to him paid, the receipt of which is hereby acknowledged, he will sell, and by this indenture 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 eighty-five (85) acres of the Southeast one-quarter (S4), section 11, Township 13, Range 18, also

The West one-half (½) of the Northwest one-quarter (NW4), section 11, Township 13, Range 18, and commencing at the Northwest corner of the Northwest one-quarter (NW4), section 11, Township 13, Range 18; thence North along the North line of said quarter section to a point where said line crosses the South line of the channel of Wakarusa Creek; thence Northwest along the South line of the channel of said creek to the point on said creek known as "Wingert's Bend"; thence Southeast along the middle of the channel of said creek to a point 17 ½ rods east of the North line of said quarter section; thence east to a point 17 ½ rods west of the North line of said quarter section; thence North to the North line of said quarter section; thence West on said North line 18.75 chains to the place of beginning, containing 30 acres, more or less, reserving the right of way over said lots; thence Southeast along the North bank of said creek to the South line of the land last herein described. Also,

The East one-half (½) of the Northeast one-quarter (NE4), section 11, Township 13, South of Range 18, east of the 4th P.M., less one and one-half (1½) acres out of the Northeast corner of said tract conveyed to School District No. 52, all in Douglas County, Kansas

The Northwest Quarter (NW4) of Section 11, Township 13, Range 18, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part, i.e. of the first part therein. And the said part, i.e. of the first part do hereby covenant and agree that at the delivery hereof they will be 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 party 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 real estate in the townships, cities and towns, and the county in which the buildings upon and real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the party of the first part shall fail to pay such taxes when the same become due and payable or to keep and premises insured as herein provided, then the party of the first part may pay such 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twelve thousand and no/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the day of FEBRUARY, 1948, 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 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 if any other default occurs in the obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when they 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 condition as when received, or if any waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid on all of the obligations now, or of waste committed on said premises, then this conveyance shall become absolute and mature and become due and payable at the option of the holder hereof, to collect the rents and benefits accruing therefrom, and to sell the premises hereby granted, any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale or retainer, to pay for any insurance or to discharge any taxes with interest thereon, and the overhead, if any there be, shall be paid by the party of the first part, making such sale, on demand, to the party of the second 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, personal representatives, assigns and successors of the respective parties hereto.

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

(SEAL)

(SEAL)

Robert Peterson (SEAL)
X Helen E. Peterson (SEAL)

RN EASE

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 first day of April 1954

The First National Bank of Lawrence, Lawrence, Kansas
Kelvin Hoover Exec. Vice-President
Mortgagee, Owner.

(Corp. Seal)