

MORTGAGE

35102 BOOK 94
(No. 22 10)

P. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 23rd day of January, in the year of our Lord one thousand nine hundred and Forty-eight between James L. Dyer and Edna Gave Dyer, his wife,

of Baldwin in the County of Douglas and State of Kansas,
part ies of the first part, and Lloyd Jenkins and Louise Jenkins, husband and wife, as joint tenants with right of survivorship and not as tenants in common of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of Six Thousand Dollars (\$6000.00) 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 part ies 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 half of the Northwest Quarter of Section Five (5),
the North half of the Southwest Quarter of Section Five (5),
the Southeast Quarter of the Southwest Quarter of Section Five (5),
and Subdivision No. Twenty Four (24), of vacated Prairie City
lying in the Southwest corner of the Southeast Quarter of Section
Five (5), containing 3 1/2 acres, all in Township Fifteen (15),
South of Range Twenty (20) East and containing in all 20 3/4 acres
more or less,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein,
And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 warrant and defend the same against all parties making lawful claim thereof.
It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of the 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 tornado in such sum and by such insurance company as shall be specified and directed by the part ies of the second part, the part ies of the second part shall pay the same when the same become due and payable or to keep said premises insured as herein provided, then the part ies of the first 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 Six Thousand Dollars (\$6000.00) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 23rd day of January 1948, and by its terms made payable to the part ies 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 ies of the second part to pay for any interest or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And this indenture 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 there 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 holder hereof, without notice, and it shall be lawful for the said part ies of the second part they 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 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 surplus, if any there be, shall be paid by the part ies of the first part, within such time, as directed, to the first part ies.

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 part ies of the first part have hereunto set their hand 5 and seal 2 the day and year last above written.

James L. Dyer (SEAL)
Edna Gave Dyer (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } 88.



Be It Remembered, That on this 23rd day of January, A.D. 1948, before me, a Notary Public in the aforesaid County and State, came James L. Dyer and Edna Gave Dyer, his wife,

to me personally known to be the same person(s) 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.

Minnie Mae Kinsode Notary Public

Harold A. Beck Register of Deeds.