

MORTGAGE

35174 BOOK 94

(No. 32 K) V. J. Hayes, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 8th day of March, in the year of our Lord one thousand nine hundred and Forty-eight, between

Amos C. Wrightaman and Myrtle C. Wrightaman, husband and wife.

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

parties of the first part, and George W. Reece and Nettie V. Reece

parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Six Thousand and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha ~~ve~~ 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 Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Thirteen (13), and the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of said Section Thirteen (13), all in Township Fourteen (14), Range Nineteen (19), containing in all 120 acres, more or less,

according to the Government Survey thereof.

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

And the said parties 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 stand 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 $\frac{1}{4}$ 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 shall also 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 $\frac{1}{2}$ of the second part, if any, made payable to the part $\frac{1}{4}$ of the second part to the extent of ~~that~~ interest. And in the event that said parties of the first part may make such payment, the amount so paid may be deducted from the sum of money payable or to keep said premises insured as herein provided, then the part $\frac{1}{2}$ 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 the 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 and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of March, 1948, and by it, terms made payable to the part $\frac{1}{2}$ of the second part, with all interest, accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the said part $\frac{1}{2}$ 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment 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 good repair as they are now, or if any damage occurs on said property, then the consequence 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 sum, 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 $\frac{1}{2}$ of the second part, in its discretion, 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 the sale of the same, to pay the principal 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 $\frac{1}{2}$ of the second part to the first party.

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 parties of the first part ha ~~ve~~ hereunto set their hand and seal, the day and year last above written.

Amos C. Wrightaman (SEAL)
Myrtle C. Wrightaman (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS.



Be It Remembered, That on this 8th day of March A.D. 1948 before me, a Notary Public in the aforesaid County and State, came Amos C. Wrightaman and Myrtle C. Wrightaman husband and 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 July 17

1950

Notary Public

Vis. 1948
on file in the
City Clerk's
Office
of Douglas
County, Kansas
for the use
of the
Public Library

Recorded April 28, 1948 at 4:40 P.M.

Harold J. Hayes
Register of Deeds.