

The Northeast Quarter of Section 12, Township 13, Range 18, Douglas County, Kansas, also a tract of land in the Southeast Quarter of Section 12, Township 13, Range 18, containing 15 acres and more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter of said Section 12; thence South 7.75 chains; thence South 66 degrees East 4.30 chains; thence South 15 degrees East 3 chains; thence South 54 degrees East 2.40 chains; thence South 28 degrees East 3.40 chains; thence South 60 degrees East 3.30 chains; thence North 18.09 chains to the North line of said Quarter Section; thence West 11.33 chains to point of beginning.

with the appurtenances and all the estate, title and interest of the said part 122 of the first part therein.

And the said part 122 of the first part do hereby covenant and agree that at the delivery hereof they will 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.

It is agreed between the parties hereto that the part 122 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 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 122 of the second part, the loss, if any, made payable to the part 122 of the second part to the extent of the interest. And in the event that said part 122 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 122 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 one certain written obligation for the payment of said sum of money, executed on the 17th day of

May 1948, and by its terms made payable to the part 122 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 122 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 122 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 any part thereof or any obligation created thereby, or interest thereon, or if the buildings 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 waste 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 122 of the second part 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 122 of the second part making such sale, or demand, to the first part 122.

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 122 of the first part has hereunto set their hand and seal, the day and year last above written.

Richard L. Schellhorn (SEAL)
Edith S. Schellhorn (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } ss.



Be It Remembered, That on this 17th day of May A. D. 1948 before me, a Notary Public in the aforesaid County and State, came Richard L. Schellhorn and Edith S. Schellhorn

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.

My Commission Expires July 17 1955

Notary Public

Harold A. Beck Register of Deeds

Recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 17th day of May 1948, at 1:15 P. M.

Deed Book 100, Page 100

Harold A. Beck

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