

36151 BOOK 94

MORTGAGE

(No. 52 81)

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This Indenture, Made this 27th day of April, 1948, in the year of our Lord one thousand nine hundred and forty eight, between Nelson Gish and Lois Gish his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and part 2nd of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of One thousand and no/100

to TEN DOLLARS 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 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Beginning 361 feet south of the Northeast corner of the Northeast quarter of Section Twenty-eight (28), township thirteen (13), Range Twenty one (21), thence west 10 rods, thence South 81 feet, thence east 10 rods, thence North 81 feet to the place of beginning, containing 12/800 acres more or less.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, no exceptions.

It is agreed between the parties hereto that the part 2nd of the second 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 the part 1st of the first part shall 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 2nd of the second part, and in the event that said part 1st 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 2nd 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

One thousand and no/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 27th day of April 1948, and by its terms made payable to the part 2nd 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 2nd 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 1st 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 hereby, 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 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 2nd 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 rent 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 2nd of the second part making such sale, on demand, to the first part 1st.

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 1st of the first part has hereunto set their hand and seal the day and year last above written.

Nelson Gish (SEAL)
Lois Gish (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS



Be It Remembered, That on this 27th day of April, A.D. 1948, before me, a Notary Public in the aforesaid County and State, came Nelson Gish and Lois Gish, his wife

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, 1950

Notary Public

Recorded August 13, 1948 at 1:25 P.M.

Harold A. Beck, Register of Deeds.