

MORTGAGE

36203

BOOK 94

(No. 312)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, made this 14th day of June, in the year of our Lord, one thousand nine hundred and forty-eight between Raymond C. Pine and Hilda Mae Pine, his wife, of Lawrence in the County of Douglas and State of Kansas parties of the first part, and W. A. Courtney and Alice M. Courtney part ies of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of Fifteen thousand five hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 Northeast Quarter of Section 10, Township 13, Range 19; the East Half of the Southwest Quarter of Section 10, Township 13, Range 19; the Northwest Quarter of the Southeast Quarter of Section 10, Township 13, Range 19; all in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties 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 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 part ies of the first part shall at all times during the life of this indenture, pay all taxes assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the building 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 loss, if any, made payable to the part ies of the second part to the extent of their interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable, and to keep said premises insured as herein provided, then the part ies 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 Fifteen thousand five hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 14th day of June, 1948, and by its terms made payable to the part ies of the second part, with all interest 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 insurance 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 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 taxes on said real estate are not kept in as good repair as they are now, or if the insurance is not kept up, as provided herein, or if the building on said real estate which 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 to take possession of the said premises and all the improvements thereon in the manner provided 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 overplus, if any there be, shall be paid by the part ies of the first part. It is agreed by the parties hereto that the terms and provision 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 has hereunto set their hands and seals the day and year last above written.

Raymond C. Pine (SEAL)
Hilda Mae Pine (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS:

Be It Remembered, That on this 14th day of June, A. D. 1948 before me, a Notary Public in the aforesaid County and State, came Raymond C. Pine and Hilda Mae Pine, 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 on the 5th day of June, 1952

Philip F. Pichish
Notary Public

Harold A. Beck Register of Deeds

THE FOLLOWING
WAS FILED
AT THE OFFICE OF THE
REGISTER OF DEEDS
OF THE COUNTY OF
DOUGLAS, KANSAS
ON THE
14th DAY OF
JUNE, 1948
BY
A. J. BOYLES
Register of Deeds

Recorded August 25, 1948 at 1:30 P. M.
B. H. HARRIS, Notary Public, has hereunto subscribed his name, and affixed his official seal on the day and year last above written. I have hereunto subscribed my name, and affixed my official seal on the day and year last above written. This is to certify that the foregoing instrument was duly acknowledged before me, and that the same is a true and correct copy of the original as the same appears from the records of this office of record. Witness my hand and the seal of my office on the day and year last above written.
A. J. BOYLES, Register of Deeds