

BOOK 91

525

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This Indenture,

31st

day of August

in the

year of our Lord, one thousand nine hundred and forty eight (1948)

Albert G. Scott and Olive Mae Scott, husband and wife

of in the County of Douglas and State of Kansas

part ies of the first part, and G. W. Livengood

part **y** of the second part

Witnesseth, that the said parties of the first part in consideration of the sum of

Four Thousand and no/100----- DOLLARS.

GRANT, BARGAIN, SELL and MORTGAGE to the said part y 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 one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the North one-half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section four (4), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) p.m.

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

And the said parties of the first part do hereby covenant and agree that at the conveyance thereof, they the said parties of the first part, their heirs, assigns, executors, administrators, and assigns, shall and lawfully shall, defend, maintain, and keep the said premises above granted, and all seized of a good and indefeasible estate or inheritance therein, free and clear of all incumbrances.

[illegible]

THIS GRANT is intended as a mortgage to secure the payment of the sum of

-----Four 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 31st day of August 19 19.

accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y 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 payment be made as herein specified and the obligator contracted thereon fully discharged. If default be made in such payments or any part thereof or any obligor or creditor of the last-mentioned obligor or creditor or any of them shall become due and payable, or if the insurance is not kept up, or if the owner or owners of the estate are not paid after the same is due, or if water is contaminated on premises, then this conveyance shall become absolute and the whole sum herein due shall be a good debt, as if they were so, and the obligor or obligors shall be liable for the same in this indebted as a person or persons liable for a debt, and the same shall be a debt of the holder hereof, without notice, and it shall be lawful for the law and its successors to sue for the same and pay the same out of the profits of the said premises and all the improvements thereon in the manner provided by a law and to have a return appointed to collect the same and bearing account thereon, to sell the premises hereinto granted, or any part thereof, in the manner provided by law and out of all moneys arising from the sale of the same to pay the amount then unpaid of principal and interest and the costs and charges movable thereon, and the surplus, if any shall be, shall be paid by the person making such sale, on demand, to the first person or persons entitled to the same.

It is agreed by the parties hereto that the terms and provision of this indulgence 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 foregoing parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Albert G. Scott (SEAL)
Olive Mae Scott (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

ss.

Be It Remembered, That on this 31st day of August A.D. 1948

before me, a Notary Public in the aforesaid County and State

came Albert G. Scott and Olive Mae Scott, husband
and 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 May 1952 _____
Notary Public

1954. The undersigned owners of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 30th day of January, 1954.

Mortgagee. Owner.