

## MORTGAGE

(No. 12K)

**F. J. Boxley, Publisher of Legal Blanks, Lawyers, Etc.**

This Indenture, made this second day of October, in the

year of our Lord, one thousand nine hundred and Forty Eight between  
Thomas B. Gaines and Dora S. Gaines, his wife

of Eudora in the County of Douglas and State of Kansas

parties of the first part, and Charles Durr or Mary Frances Durr, his wife

part 123 of the second part.

Witnesseth, that the said party AA of the first part in consideration of the sum of

Two Thousand Nine Hundred

DOLLARS.

to them 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 128 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number Four and the North Half of Lot Number Five  
in Block number One Hundred Forty Seven, City Of Eudora

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 100 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 concerning the same.

It is agreed between the parties hereto that the part \_\_\_\_\_ 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 becomes due and payable, and that RAY 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 ABR of the second part, the loss, if any, made payable to the part ABR of the second part to the extent of 100% interest.

And in the event that said part ABR of the first part shall fail to pay such taxes when the same become due and payable and to keep said buildings insured as herein provided, then the part ABR 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 Nine Hundred

DOLLARS

according to the terms of 8 certain written obligation for the payment of said sum of money, executed on the second day of October 1948 and by its terms made payable to the part 333 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 33 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 128 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall 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 taze 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 damaged by fire or other cause so that the value of the same is diminished, or if the owner or owners of the same die without issue who remain 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 party of the first part, or his heirs, assigns, administrators, executors, trustees, attorneys-in-fact, agents, or assigns, to employ one or more persons to be provided by law 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, shall be paid by the party of the

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 part 128 of the first part ha VS hereunto set their hands and seals the day and year last above written.

Thomas R. Gaines (SEAL)

Lena C. Gaines (SEAL)

STATE OF KANSAS  
COUNTY OF Douglas

4. 55:

Be It Remembered, That on this 28 day of October A.D. 1948

before me, a Notary Public in the aforesaid County and State  
came Thomas R. Gaines and Dana C. Gaines, his wife

to me personally known to be the same person 8 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 9 day of October

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**Notary Public**

Harold A. Beck