

37073 BOOK 95

MORTGAGE

(Ch. 52 K)

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

This Indenture, Made this 23rd day of December, in the year of our Lord one thousand nine hundred and forty-eight between Haydn Jones and Jeannette Jones, his wife,

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The First National Bank of Lawrence, Lawrence, Kansas party of the second part.

Witnesseth, that the said party 1st of the first part, in consideration of the sum of Three Thousand and no/100 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 party 2 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point on the North Right of Way Line of Kansas State Highway No. 10, 989.6 feet West of the East Line of the Southeast Quarter of the Southwest Quarter of Section 5, Township 13, South, Range 20, East; Thence North to the North line of said Southeast Quarter of Southwest Quarter of said Section 5; thence West along said North line 160 feet, thence South to the North Right of Way line of Kansas State Highway No. 10; thence East 160 feet to point of beginning, together with an easement and right to connect, construct, maintain, and repair a water pipeline to the well now located on the West 165 feet of said Southeast Quarter of the Southwest Quarter of Section Five (5), Township Thirteen (13), Range Twenty (20).

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 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 1st 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 winds in such sums and by such insurance company as shall be specified and directed by the part 2 of the second part, the sum, if any, made payable to the party 2 of the second part to the extent of 100% interest. 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 2 of the second part may pay said taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three 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 23rd day of December 1948, and by its terms made payable to the part 2 of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2 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 thereby, 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 taxes 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 2 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 thereon; 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 2 of the second part, including such sale, on demand, to the first part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and such every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, assigns, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part hereunto set their hand and seal, the day and year last above written.  
Haydn Jones (SEAL)  
Jeannette Jones (SEAL)

*Vertical handwritten note on the left margin:*  
This indenture was, owner of the within mortgage to fully acknowledge the full payment of the same, and to authorize the Registrar of Deeds to enter the discharge of this mortgage in the Public Records, at Lawrence, Kansas, on the 1st day of December, 1948. The First National Bank of Lawrence, Lawrence, Kansas, is the holder of this mortgage. Haydn Jones and Jeannette Jones are the mortgagors. Haydn Jones is the husband of Jeannette Jones.

RECORDED  
NOV 23 1948  
D. J. BOYLER  
PUBLISHER

Recorded