

MORTGAGE

37255 BOOK 95

(No. 52 K)

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

This Indenture,

Made this 31st day of January, in the year of our Lord one thousand nine hundred and Forty-nine, George M. Rookhold and Wilma Rookhold, husband & wife.

of Baldwin Route #3, in the County of Douglas and State of Kansas.  
part 108 of the first part, and The Lawrence National Bank, Lawrence, Kansas.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of EIGHT HUNDRED & no/100

to them duly paid, the receipt of which is hereby acknowledged, he ~~wa~~ sold, and by this indenture do 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 East Sixty (60) acres of the South One-half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian.

"This mortgage given to secure the payment of a part of the purchase price of the above property".

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

And the said part 108 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 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 108 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 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 y of the second part; the 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 y 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 EIGHT HUNDRED & no/100

according to the terms of a certain written obligation, for the payment of said sum of money, executed on the 31st day of January 1949, and by its terms made payable to the part y 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 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 108 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 come 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 y of the second part its agents or assignees 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 therefrom and to sell the premises hereby granted, or any part thereof, for the payment of the principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y of the second part, making such sale, on demand, to the first part 108.

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 108 of the first part his ~~yo~~ hereunto set their hand & seal the day and year last above written.

George M. Rookhold (SEAL)  
Wilma Rookhold (SEAL)  
(SEAL)  
(SEAL)

In the undersigned names to the within mortgage, having acknowledged the full payment of the debt secured thereby, and authorized the Registrar to enter the discharge of this mortgage, signed, dated this 3 day of February 1953  
at Lawrence, Kansas  
G. A. Casher (Corp. Seal)  
Lawrence Natl. Bank, Lawrence, Kas  
Harold Zimmerman Vice Pres.  
Mortgage, Comm.