

37288

BOOK 95

MORTGAGE

(No. 212)

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This Indenture, made this 21st day of JANUARY, in the year of our Lord, one thousand nine hundred and forty nine Frank A. Page and Lola B. Page, husband and wife

of Sudora in the County of Douglas and State of Kansas part 1-2 of the first part, and Kaw Valley State Bank Sudora, Kans.

Witnesseth, that the said part 1-2 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, has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 1-2 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 the center of Wakarusa Creek 43 rods east of the West line of the Southwest 1/4 of Section 16, Township 13 South of Range 20 East; thence South to a point eighty rods South of the North line of the Northwest 1/4 of Section 21, Township 13 South of Range 20 East; East to the East line of said Northwest 1/4 of Section 21 North to the center of said Wakarusa Creek westerly along the center of said creek to the place of beginning; Excepting a tract of land beginning at a stone on the south line of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 13 South, Range 20 East; 43 rods 7 1/2 feet east of West line of said Northwest 1/4 of Northwest 1/4 of Section 21; thence East 45 1/2 feet; due North to a point 46 rods 11 feet North of North line of said Section 21; thence West 45 1/2 feet to a cement block; thence South to place of beginning, and The North 1/4 of Southwest 1/4 of Northeast 1/4 of the Southwest 1/4 of Southwest 1/4 of Northeast 1/4 of Section 21, Township 13 South of Range 20 East of Sixth Principal Meridian.

with the appurtenances and all the estate, title and interest of the said part 1-2 of the first part therein. And the said part 1-2 of the first part do hereby covenant and agree that at the delivery hereof they were 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.

It is agreed between the parties hereto that the part 1-2 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 the part 1-2 of the second part 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 1-2 of the second part, the loss, if any, made payable to the part 1-2 of the second part to the extent of the interest. And in the event that said part 1-2 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 1-2 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 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 21st day of January 19 49 and by its terms made payable to the part 1-2 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 1-2 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 1-2 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, or 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 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 1-2 of the second part to take possession of the said premises and all the improvements thereon in the principal and interest, together with the costs and charges incident thereto, and to sell the premises hereby mortgaged, 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 making such sale, on demand, to the first part 1-2.

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 1-2 of the first part have hereunto set their hand and seal the day and year last above written.

Frank A. Page (SEAL)  
Lola B. Page (SEAL)