

37567

BOOK 95

MORTGAGE

(Mo. 312)

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This Indenture, made this 15th day of March, in the year of our Lord, one thousand nine hundred and forty nine between Sidney Christy Simons and Helen Marjorie Simons, his wife

of Budora in the County of Douglas and State of Kansas part 1st of the first part, and Kan Valley State Bank, Budora, Kansas part 2d of the second part.

Witnesseth, that the said part 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, has sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part 2d of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lots No. Ten (10), and the South half of lot nine (9), in Block Two Hundred Seventeen (217), in the City of Budora, Kansas.

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 were 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.

and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part 2d 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 2d of the second part, the loss, if any, made payable to the part 2d of the second part to the extent of 100 percent. 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 and to keep said premises insured as itself provided, then the part 2d 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 15th day of March 19 49, and by its terms made payable to the part 2d 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 2d 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 2d of the second 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 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 2d 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 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 there be, shall be paid by the part 1st of the first part, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provision of this indenture and each and every obligation therein contained, and all burdens 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 1st of the first part have hereunto set their hands and seal on the day and year last above written.

Sidney Christy Simons (SEAL)
Helen Marjorie Simons (SEAL)

STATE OF Kansas
COUNTY OF Douglas

SS:

Be It Remembered, That on this 15th day of March, A. D. 19 49, before me, a Notary Public in the aforesaid County and State, came Sidney Christy Simons and Helen Marjorie Simons his wife

to me personally known to be the same persons 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.

W. E. Mercier
Notary Public

My Commission Expires on the 12th day of August, 19 51



This record was written in the original book of the County of Douglas, State of Kansas, on the 20th day of July, 19 49.
Harold A. Beck
Register of Deeds

Recorded March 15, 1949 at 1:00 P. M.
RELEASE
I, the undersigned owner 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 20 day of July 1953.

(Corp. Seal)

Kan Valley State Bank, Budora, Kans.
By T. C. Mercier, Vice Pres.
Mortgages, Owner.