

37573 BOOK 95

MORTGAGE

(No. 52 K)

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This Indenture, Made this first day of March, in the year of our Lord one thousand nine hundred and forty-nine between Richard L. Wilson and Florine L. Wilson, his wife,

of                      in the County of Douglas and State of Kansas  
part 1st of the first part, and Kaw Valley State Bank, Elmer, 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, have 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:

Beginning at a point 1313.70 feet East of the Northwest corner of Section Five (5), Township Thirteen (13), Range Twenty (20), thence South 1281.50 feet to an old hedge line, thence West 301.50 feet to a stone, thence North 1281.50 feet to the Section line, thence East 300.70 feet to the point of beginning, containing 8.84 acres, less the following: Beginning at a point 1313.70 feet East of the Northwest corner of said Section Five (5), thence South 823 feet, thence West 150.50 feet, thence North 823 feet, thence East 150 feet to the point of beginning, containing 2.64 acres, more or less

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 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 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 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 all insurance. 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 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 and certain written obligation for the payment of said sum of money, executed on the first day of March 1949, 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 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 covenant 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 covenant 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 return 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 2d making such sale, on demand, to the part 1st.

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 1st of the first part has hereunto set their hand and seal of the day and year last above written.

Richard L. Wilson (SEAL)  
Florine L. Wilson (SEAL)

STATE OF KANSAS  
COUNTY OF DOUGLAS



Be It Remembered, That on this first day of March, A. D. 19 49, before me, a notary public in the aforesaid County and State, came Richard L. Wilson and Florine L. Wilson, 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.

Edwin Hoover  
Notary Public

My Commission Expires April 17 19 52

Recorded on March 13, 1949 at 1:10 PM

Charles A. Beck

Register of Deeds