

## MORTGAGE

(No. 52 RS)

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

**This Indenture**, Made this 24th day of March, in the year of our Lord one thousand nine hundred and Forty-nine, between Frank M. Haag and Georgia May Haag, his wife,

of Atchison, in the County of Atchison and State of Kansas, parties of the first part, and Ophelia A. Dyche,

part Y of the second part.

Witnesseth, that the said part ICS of the first part, in consideration of the sum of Twenty-five Hundred Dollars (\$2500.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha YB 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 Half of the Southwest Quarter of Section Two (2), Township Fifteen (15), Range Nineteen (19).

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

And the said part ICS of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S 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 ICS 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 while the same remains in the possession of the buildings upon and the estate insured against fire and tornado in such state and by such insurance company as may be specified and directed by the part Y of the second part, if any amount paid to the part Y of the second part to the part ICS of the first part, in the event that said part ICS of the first part shall fail to make payment when the same becomes due and payable or to keep said premises insured as herein provided, then the part Y of the second part shall pay the same and interest thereon, 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 Twenty Five Hundred Dollars (\$2500.00) DOLLARS.

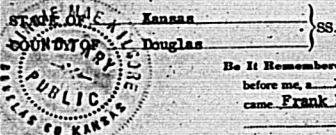
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 24th day of March 1949 and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any tax with interest thereon as herein provided, in the event that said part ICS of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments as herein specified, and the obligation contained therein, fully discharged. If default be made in such payments or any part thereof or any obligation contained thereby, or if notice thereof or if the taxes on said real estate are not paid when the same become due and payable, or if any insurance is not kept up, provided however, if the buildings on said real estate are not kept in as good repair as they are now, or if any other damage occurs to said property, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations contained 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, to collect the same by action, or to take a possession of the said premises and all the improvements thereto in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the same if not granted, or any part thereof, in the manner provided by law, and out of all moneys springing from such sale to retain the amount required to pay the taxes, insurance, interest, and expenses 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 ICS.

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 ICS of the first part ha YB because set their hand S and seal S the day and year last above written.

*Frank M. Haag* (SEAL)  
*Georgia May Haag* (SEAL)



Be It Remembered, That on this 24th day of March A.D. 1949 before me, a Notary Public in the aforesaid County and State, came Frank M. Haag and Georgia May Haag, his wife,

to me personally known to be the same person S 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.

*Ophelia A. Dyche*  
Notary Public

My Commission Expires Aug. 29

1947

Reported March 24, 1949 at 3:05 P.M. RELEASE

Howard A. Beck Register of Deeds.

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 this mortgage of record. Dated this 31 day of March 1949.

Ophelia A. Dyche

Mortgagor. Owner.

This instrument  
was written  
in the original  
language  
and was  
signed  
this 31 day  
of March  
1949  
Howard A. Beck  
Register of Deeds  
Douglas County, Kansas