

37677 BOOK 95

REAL ESTATE MORTGAGE

357-2

(GIVEN & CO., PRINTER AND BINDER, TOPEKA, KAN.)
Blank Bonds and Legal Blanks of every description.

This Indenture, Made this 22nd day of March, in the year of our Lord one thousand nine hundred Forty-Nine between Charles R. Oakley and Isa F. Oakley

In the County of Douglas and State of Kansas, of the first part, and
The Kaw Valley Produce Company, Inc. of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Thousand Five Hundred DOLLARS, to us duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The Southeast Quarter of Section No. Fourteen (14), in Township No. Twelve (12), South, of Range No. Seventeen (17), East of the Sixth P.M., in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles R. Oakley and Isa F. Oakley

do hereby covenant and agree that at the delivery hereof they are 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Twelve Thousand Five Hundred DOLLARS, according to the terms of a certain promissory note, this day executed by the said

Charles R. Oakley and Isa F. Oakley to the said part of the second part, said note being given for the sum of Twelve Thousand Five Hundred DOLLARS, dated March 22, 1949, due and payable in Five (5) years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note.

And this mortgage shall be void if such payment be made as in said note and no foreclosure shall occur thereon, and to keep the said premises free of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises free of all incumbrances in the case of said mortgage in the case of said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and to keep the same as the expenses of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this mortgage shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner provided by law-appointment hereby waived or not, at the option of the part of the second part, its executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part of the second part, to the said Charles R. Oakley and Isa F. Oakley their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

Signed and delivered in presence of

Shawnee County, ss.
Isa F. Oakley (Seal.)
Charles R. Oakley (Seal.)

State of Kansas, Shawnee County, ss.
BE IT REMEMBERED, That on this 22nd day of March, A. D. 1949, before me,

the undersigned, a notary public in and for the County and State aforesaid, came Charles R. Oakley and Isa F. Oakley

to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

Edgar P. McArthur

(My commission expires Dec. 31, 1950)



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This Indenture, Made this 22nd day of March, in the year of our Lord one thousand nine hundred Forty-Nine between Charles R. Oakley and Isa F. Oakley In the County of Douglas and State of Kansas, of the first part, and The Kaw Valley Produce Company, Inc. of the second part, WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Thousand Five Hundred DOLLARS, to us duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The Southeast Quarter of Section No. Fourteen (14), in Township No. Twelve (12), South, of Range No. Seventeen (17), East of the Sixth P.M., in Douglas County, Kansas with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles R. Oakley and Isa F. Oakley do hereby covenant and agree that at the delivery hereof they are 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Twelve Thousand Five Hundred DOLLARS, according to the terms of a certain promissory note, this day executed by the said Charles R. Oakley and Isa F. Oakley to the said part of the second part, said note being given for the sum of Twelve Thousand Five Hundred DOLLARS, dated March 22, 1949, due and payable in Five (5) years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note. And this mortgage shall be void if such payment be made as in said note and no foreclosure shall occur thereon, and to keep the said premises free of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises free of all incumbrances in the case of said mortgage in the case of said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and to keep the same as the expenses of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this mortgage shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner provided by law-appointment hereby waived or not, at the option of the part of the second part, its executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part of the second part, to the said Charles R. Oakley and Isa F. Oakley their heirs and assigns. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written. Signed and delivered in presence of Shawnee County, ss. Isa F. Oakley (Seal.) Charles R. Oakley (Seal.) State of Kansas, Shawnee County, ss. BE IT REMEMBERED, That on this 22nd day of March, A. D. 1949, before me, the undersigned, a notary public in and for the County and State aforesaid, came Charles R. Oakley and Isa F. Oakley to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written. Edgar P. McArthur (My commission expires Dec. 31, 1950)