

37707 BOOK 95

(No. 32 K)

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MORTGAGE

This Indenture, Made this 16th day of February 1949, in theyear of our Lord one thousand nine hundred and forty nine betweenMurray E. Bond and Florence E. Bond, his wife,of Douglas in the County of Douglas and State of Kansaspart 100 of the first part, and M. D. Florypart 100 of the second part,Witnesseth, that the said part 100 of the first part, in consideration of the sum ofTwo Thousand Five Hundred and no/100 DOLLARSto them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenturedo GRANT, BARGAIN, SELL and MORTGAGE to the said part 100 of the second part, the following describedreal estate situated and being in the County of Douglas and State of Kansas, to wit:The South Half of the South Half of the Northwest Quarter ofSection 6, and the North Sixty Acres of the Southwest Quarterof Section Six, all in Township Fourteen, Range Nineteen, inDouglas County, Kansaswith the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner

of the premises above granted, and secured 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 therein.It is agreed between the parties hereto that the part 100 of the first part shall at all times during the life of this indenture, pay all taxes or assessmentsthat may be levied or assessed against said real estate when the same becomes due and payable, and that they keep the buildings upon said realestate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 100 of the second part, theloss, if any, made payable to the part 100 of the second part to the extent of 3 interest. And in the event that said part 100 of the firstpart 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 100 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 6 per cent from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand Five Hundred andno/100 DOLLARS,according to the terms of part 100 certain written obligation for the payment of said sum of money, executed on the 16th day ofFebruary 1949, and by its terms made payable to the part 100 of the second part, with all interestaccruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 100 of the second partto pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 100 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. If default be

made in such payments or any part thereof or any obligation created thereby, 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 100 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 money arising from such sale to return

the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the

part 100 making such sale, on demand, to the first part 100.

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 100 of the first part have hereunto set their hand and seal, and

will the day and year last above written.

Murray E. Bond (SEAL)Florence E. Bond (SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

ss.

Be It Remembered, That on this 16th day of February A. D. 1949before me, a notary public in the aforesaid County and State,came Murray E. Bond and Florence E. Bond, 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.

George Docking Notary PublicMy Commission Expires July 13 1952

Notary Public
Douglas County, Kansas
My Commission Expires
July 13 1952

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 13 day of February 1949.

M. D. Flory, Mortgagee, Owner.

Ward A. Beck Register of Deeds