

37713 BOOK 95

MORTGAGE

(No. 32E)

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

This Indenture, made this 6th day of April in the

year of our Lord, one thousand nine hundred and Forty-nine between
William Owen Mitchell and Maude Mitchell, his wife, and Jack A. Keller
and Ruth L. Keller, his wife

of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and Silou C. Stewits

part y of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of

Six thousand and no/100 ----- DOLLARS,

to them ----- duly paid, the receipt of which is hereby acknowledged, he V.S. 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:

1. All that part of the Southeast Quarter of Section 10, Township 12, South of Range 19, East, lying North of Right-of-way of the Atchison, Topeka & Santa Fe Railway, East of the 6th principal Meridian in Douglas County, Kansas, being 147.50 acres more or less, less .22 acres to Douglas County Kaw Drainage District as described in Deed Book 137, on page 420, in the records of the Register of Deeds of Douglas County, Kansas, being a net acreage of 147.28 acres more or less.
2. Beginning at the Southwest corner of the Northeast Quarter of Section 10 Township 12, Range 19, thence North 71 rods more or less, to the South Bank of the Kansas River, thence in a southeasterly direction following the South Bank of the Kansas River to a point 20 rods East of the West line and 50 rods North of the point of beginning, thence in a southeasterly direction to a point 41 rods East of the point of beginning, thence West 41 rods to the point of beginning containing 10 1/2 acres more or less, less 3.09 acres to Douglas County Kaw Drainage District as described in Deed Book 137 on page 420, in records of the Register of Deeds of Douglas County, Kansas, and containing net acreage of 7.41 acres more or less.
3. All that part of the Southeast Quarter of Section 10, Township 12, Range 19 East, lying between two lines located respectively 50 feet Northerly of and 100 feet Northerly of, normally distant from and parallel to the center line of the Main Track of the Atchison, Topeka & Santa Fe Railway Company, containing 1.96 acres more or less.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.
And the said part 1.23 of the first part 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 parties making lawful claim thereon.

It is agreed between the parties hereto that the part 1.23 of the first part shall at all times during the life of the 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 1.23 of the first part, and if they fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 1.23 of the first 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 Six thousand and no/100 ----- DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of April 1949, and by the 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 1.23 of the first part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1.23 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 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 there 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 1.23 of the first part to have a receiver appointed to collect the rents and benefits accruing from 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 from said premises and all the improvements thereon, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part 1.23 of the first part making such sale, or demand, to the first part 1.23.

It is agreed by the parties hereto that the terms and provision 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 parties of the first part have hereunto set their hand and seal the day and year last above written.

William Owen Mitchell (SEAL)
Maude Mitchell (SEAL)
Jack A. Keller (SEAL)
Ruth L. Keller (SEAL)