

MORTGAGE

38290

BOOK 95

(Vol. 32 K)

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This Indenture, Made this 24th day of June, in the year of our Lord one thousand nine hundred and forty-nine between

Ben H. Jackson and Edith L. Jackson, his wife
 of Baldwin, in the County of Douglas and State of Kansas
 parties of the first part, and F. E. Wolf

Witnesseth, that the said parties of the first part, in consideration of the sum of Twenty-five Hundred and 00/100 (\$2500) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Ten (10) acres in a square form out of the Southeast (SE) corner of the Northeast quarter (NE 1/4) of Section Five (5), Township Fifteen (15), Range Twenty (20), the cornerstone in the Southeast (SE) corner of said northeast quarter (NE 1/4) being the point of beginning.

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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of all the interest. 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 2nd 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 Twenty Five Hundred and 00/100 DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, dated on the 24th day of June, 1949, and by the terms made payable to the part 2nd 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 2nd of the second part to pay 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 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 waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations 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 retain 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 2nd of the second part making such sale, on demand, to the first 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 hereunto set their hand and seal the day and year last above written.

Ben H. Jackson (SEAL)
Edith L. Jackson (SEAL)

STATE OF Kansas
 COUNTY OF Douglas } ss.



Be It Remembered, That on this 24th day of June, A.D. 1949, before me, a Notary Public in and for the State of Kansas, came Ben H. Jackson and Edith L. Jackson 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.

My Commission Expires January 26, 1952

Glen D. Stecher
 Notary Public

Recorded June 27, 1949, at 11:41 A.M.

Harold A. Beck Register of Deeds

Handwritten note: This mortgage was a cash advance mortgage, the full amount of the debt secured thereby was \$2500.00. The Register of Deeds is to enter the discharge of this mortgage of record. Dated this 24th day of June 1949.
G. E. Allen
 Mortgagee