

MORTGAGE

(No. 212)

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This Indenture, made this 9th day of August in the year of our Lord, one thousand nine hundred and forty-nine between Leo C. Rose and Lorene H. Rose, husband and wife, of in the County of Douglas and State of Kansas parties of the first part, and C. C. Stewart part 2nd of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of THREE THOUSAND and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Commencing at the Southeast corner of the Northwest Quarter of Section 18, Township 12, Range 20; thence North 165 feet; thence West to the railroad right of way; thence South to the South line of said Quarter Section; thence East to 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 owners 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 2nd of the second part shall at all times during the life of this indenture, pay all taxes and 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, thence, if any, made payable to the part 2nd of the second part to the extent of 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 and 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 made to secure the payment of the sum of Three Thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the day of August, 1949, and by its 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 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 covenant 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 covenant 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 2nd 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 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.

It is agreed by the parties hereto that the terms and provision of this indenture and such 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 have hereunto set their hands and seal the day and year last above written.

Leo C. Rose (SEAL)
Lorene H. Rose (SEAL)

STATE OF Kansas }
COUNTY OF Douglas } SS:

Be It Remembered, That on this 9th day of August A. D. 1949, before me, a notary public in the aforesaid County and State, came Leo C. Rose and Lorene H. Rose, husband and wife,

to me personally known to be the same person 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.

Oliver K. Petrich
Notary Public



This release was written on the original mortgage entered the 2nd day of September 22, 1950

Harold A. Beck
Notary Public

Recorded on August 9, 1949 at 2:40 P. M.

Harold 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 the discharge of this mortgage of record.
Dated this 2 day of Sep. 1950
C. C. Stewart Mortgagee