

39469 BOOK 96

MORTGAGE

(No. 23)

F. J. Doyle, Publisher of Legal Blanks, Lecompton, Kansas

This Indenture, Made this 16th day of November, in the year of our Lord one thousand nine hundred and Forty-nine between

Fern Botts and Clarence Andrew Botts, her husband,

of Lawrence, in the County of Douglas and State of Kansas
part 188 of the first part, and Noble D. Messer and Margaret Messer, husband and wife, as joint tenants, with right of survivorship and not as tenants in common.

Witnesseth, that the said part 188 of the first part, in consideration of the sum of Three Thousand Five Hundred (\$3,500.00) 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 part 188 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South one-half (1/2) acre of the North one (1) acre of the West two (2) acres of the North four (4) acres of the South ten (10) acres of the North fifteen (15) acres of the West nineteen (19) acres of the Northwest Quarter of the Southeast Quarter, Section 6, Township 13, Range 20.

with the appurtenances and all the estate, title and interest of the said part 188 of the first part therein.
And the said part 188 of the first part do hereby covenant and agree that in the delivery hereof they are the lawful owners of the premises above granted, and 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 188 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 becomes 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 188 of the second part, the less, if any, made payable to the part 188 of the second part to the extent of 100% interest. And in the event that said part 188 of the second 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 188 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 Three Thousand Five Hundred Dollars (\$3,500.00) DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 16th day of November 1949, and by its terms made payable to the part 188 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 188 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 188 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 crossed thereby, or interest thereon, or if the same or 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 water is contaminated 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 188 of the second part to take possession of the premises and to sell the same to satisfy the debt 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 costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 188 of the second part, making such sale, on demand, to the first part 188.

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 bind 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 188 of the first part hereunto set their hands and seal, the day and year last above written.

Clarence Andrew Botts (SEAL)
Fern Botts (SEAL)

STATE OF Kansas
COUNTY OF Douglas } 88.



Be It Remembered, That on this 17th day of November, A. D. 1949 before me, a Notary Public in the aforesaid County and State, came Fern Botts, and Clarence Andrew Botts, her husband,

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.

Edwin J. Simmons
Notary Public

My Commission Expires April 26, 1950
Recorded November 18, 1949 at 12:06 P. M.

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 15th day of Aug 7 1950

Noble D. Messer
Margaret Messer