

MORTGAGE

39537

BOOK 96

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

This Indenture, Made this 29th day of November in the year of our Lord one thousand nine hundred and Forty-Nine between

Patrick W. Anderson and Georgia R. Anderson, his wife

of Richland, in the County of Bourlas and State of Kansas

part ies of the first part, and Elmer Nichols

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Seventeen Hundred and Fifty and No/100 - - - - - (\$1750.00) - DOLLARS

to then duly paid, the receipt of which is hereby acknowledged, have 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:

The North Half (N $\frac{1}{2}$) of the Southeast Quarter

(SE¹) of Section Thirty-Six (36) Township

Thirteen (13) Range Seventeen (17)

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 1.00 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the party they will warrant and defend the same against all parties making lawful claim thereon, and that the first party shall at all times during the life of this indenture pay all taxes or assessments which 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 party of the second part, and that the second party shall not pay such taxes when the same becomes due and payable or to keep said premises insured as herein provided, then the party 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

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____

Seventeen Hundred and Fifty and No/100 DOLLARS,
 20th

According to the terms of WILL certain written obligation for the payment of said sum of money, executed on the 27th day of November 1942, and by its terms made payable to the party 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 party 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 party 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 herein fully discharged. If default be made in the payment of any part thereof or of any obligation created thereby, or the same or said default, or either of them, shall not be 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 now are, or if, or unless it is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein contained shall become due and payable forthwith, and the said premises shall become the property of the said mortgagee, and the said option of the holder thereof, without notice, and it shall be lawful for the said party of the second part, or of his heirs, assigns, or assigns in law, to sell the said premises and also the improvements thereon in the manner provided by law and to have a receipt 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 same, and to pay the same to the said party of the first part, with the costs and charges incident thereto, and the surplus, if any there be, shall be paid to the said party of the first part, making such sale, on demand, to the first part.

part _____ making such sale, on demand, to the first part _____

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 ies of the first part has ya herunto set their hand s and seal, the day and year last above written.

Patrick W. Anderson (SEAL)
George A. P. Anderson (SEAL)

STATE OF Kansas
COUNTY OF Douglas } SS

Be It Remembered, That on this 29th day of November A.D. 1949

before me, a Notary Public in the aforesaid County and State,
came Patrick W. Anderson and
Georgia R. Anderson, his 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.

April 25 1957

[Signature]
Notary Public

Wm. A. Beck Register of Deeds

This notice
was written
on the original
manuscript
entered
on 18th day