

39812 BOOK 97

MORTGAGE

(No. 22 B)

W. J. Boyles, Publisher of Legal Blanks, Lumber, Kansas

This Indenture, Made this 31st day of December, in the year of our Lord one thousand nine hundred and forty-nine between B. P. WOODWARD and MARGUERITE V. WOODWARD, husband and wife,

of City of Pasadena, in the County of Los Angeles and State of California
part 1st of the first part, and EDWIN F. HESS and ETHEL M. HESS, husband and wife, as joint
tenants with right of survivorship - part 1st of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Five Thousand Three Hundred Forty-Four and 62/100 - - - (\$5,344.62) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he VS. sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part 1st of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West 50 acres of the Northeast Quarter of Section 13, Township 13,
Range 17, less 1 square rod in the Northwest corner thereof, in
Douglas County, Kansas;

ALSO

The East 110 acres of the Northeast Quarter of Section 13, Township 13,
Range 17, in Douglas County, Kansas,

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 the lawful owner B 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 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 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 1st of the second part, the less, if any, made payable to the part 1st of the second part to the extent of 100.00 dollars. And in the event that said part 1st 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 1st 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 Five Thousand Three Hundred Forty-Four and 62/100 - - - (\$5,344.62) DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 31st day of December, 1949, and by 1st terms made payable to the part 1st of the second part, with all interest according thereto, according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 1st 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 water is permitted to run 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 1st 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 overplus if any, shall be paid by the part 1st of the second part, making such sale, on demand, to the first part 1st of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each every obligation therein contained, and all benefits accruing therefrom, shall extend and run to, and be obligatory upon the heirs, executors, administrators, personal representatives, and assigns of the respective parties hereto.

In Witness Whereof, the part 1st of the first part, B. P. Woodward and Marguerite V. Woodward their Joint and several day and year last above written.

B. P. Woodward (SEAL)
Marguerite V. Woodward (SEAL)

STATE OF California } ss.
COUNTY OF Los Angeles

Be It Remembered, That on this 31st day of December, A. D. 19 49
before me, a notary public in the aforesaid County and State,
came B. P. Woodward and Marguerite V. Woodward

to me personally known to be the same person B who executed the foregoing instrument and
duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, on the
day and year last above written.



My Commission Expires December 11, 19 52

W. J. Boyles Notary Public

Recorded January 11, 1950 at 11:55 A. 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 20 day of February 1951.
Edwin F. Hess
Ethel M. Hess Mortgagee. Owner

Walter A. Beck Register of Deeds