

Ref. No. 7397  
Pen. Paid \$10.00

39986 BOOK 97

MORTGAGE

(No. 52 M)

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This Indenture, Made this third day of February in the year of our Lord one thousand nine hundred and fifty between Ralph Puckett and Helen R. Puckett, his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The First National Bank of Lawrence part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Four thousand and no/100 (\$4000.00) DOLLARS

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

The East half (E/2) of the Northeast quarter (NE 1/4) of Section twelve (12), Township thirteen (13) South, Range Nineteen (19) East, less and except a tract of approximately three and one-sixth (3 1/6) acres out of the Northwest (NW) corner thereof, described as follows: Beginning at the Northwest (NW) corner of the East half (E 1/2) of the Northeast quarter (NE 1/4) of Section twelve (12), Township thirteen (13) South, Range Nineteen (19) East, thence South (S) three hundred eighty feet (380), thence East (E) parallel with the North (N) line of the Northeast quarter (NE 1/4) three hundred sixty-seven and fifty-three one hundredths feet (367.53), thence North (N) parallel with the West (W) line of the East half (E 1/2) of said Northeast quarter (NE 1/4) three hundred eighty feet (380) to the North line of said Northeast quarter (NE 1/4), thence West (W) along the North (N) line of said Northeast quarter (NE 1/4) three hundred sixty-seven and fifty-three one hundredths feet (367.53) more or less to the point of beginning, and further less and except a tract of approximately two (2) acres out of the Northeast (NE) corner described as follows: Beginning at the Northeast (NE) corner of the East half (E 1/2) of the Northeast quarter (NE 1/4) of Section twelve (12), Township thirteen (13) South, Range Nineteen (19) East, thence West (W) along the North (N) line of said Northeast quarter (NE 1/4) two hundred eighty-five feet (285), thence South (S) parallel to the East (E) line of said Northeast quarter (NE 1/4) three hundred feet (300), thence East (E) parallel to the North (N) line two hundred eighty-five feet (285) to the East (E) line of said Northeast quarter (NE 1/4), thence North (N) along the East (E) line of said Northeast quarter (NE 1/4) three hundred feet (300) to the place of beginning.

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

And the said part ies 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 stand 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 ies of the first part shall at all times during the life of the 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 Y of the second part, the less, if any, made payable to the part ies of the second part to the extent of the insurance. And in the event that said part ies 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 Y 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 Four 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 third day of February 1950, and by its terms made payable to the part Y 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 ies 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 ies 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 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 Y 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 ies making such sale, on demand, to the first part ies.

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 issue 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 have hereunto set their hands and seals, the day and year last above written.

X Ralph Puckett (SEAL)

X Helen R. Puckett (SEAL)

(SEAL)

(SEAL)

This document was written on the original mortgage  
this 4th day of February 1950  
at Lawrence, Kansas  
Witness: John A. [illegible]