

MORTGAGE

40947 (No. 52 K)

BOOK 97

V. J. Berlin, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 18th day of February, in the year of our Lord one thousand nine hundred and fifty between Evan G. Griffith and Kathryn M. Griffith, his wife,

of _____, in the County of Douglas and State of Kansas
part 1st of the first part, and Walter G. Moodie, Jr.
party _____ of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS * * * * * DOLLARS to _____ July paid, the receipt of which is hereby acknowledged, he, he, sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part _____ 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 of the Southeast Quarter of Section
26, Township 13, Range 19,

with the appurtenances and all the estate, title and interest of the said parties _____ 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 and _____ the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except _____ mortgage executed to C. C. Stewart

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 "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 _____ of the second part, the loss, if any, made payable to the part _____ of the second part to the extent of _____ interest. And in the event that said part _____ 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 _____ 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 Two Thousand Five Hundred DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 18th day of February, 1950, and by _____ its _____ terms made payable to the part _____ 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 _____ 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 _____ 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 _____ 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 thereon, and the surplus, if any there be, shall be paid by the part _____ making such sale, on demand, to the first part 1st.

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 1st of the first part hereunto set _____ hand and seal, 5th day and year last above written.

Evan G. Griffith (SEAL)
Kathryn M. Griffith (SEAL)
(SEAL)

STATE OF Kansas }
COUNTY OF Douglas } SS.



Be It Remembered, That on this 18th day of February, A.D. 19 50, before me, a _____ notary public in the aforesaid County and State, came _____ Evan G. Griffith and Kathryn M. Griffith, his wife,

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.

Mary C. Morgan Notary Public

This return was written on the original mortgage entered the 27th day of September 19 50

Harold A. Beck
Reg. of Deeds

Recorded February 20, 1950 at 9:20 A. M. Harold A. Beck Register of Deeds

REMARK
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 25th day of August 1950
Walter G. Moodie, Jr.