

4023 BOOK 97

MORTGAGE

IN. 53 RD

V. J. Taylor, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 9th day of March, in the year of our Lord one thousand nine hundred and fifty, between

Frank Goff and Garnett Goff, his wife

and Richard Goff, single man

of Lawrence, in the County of Douglas and State of Kansas

parties of the first part, and The Lawrence National Bank, Lawrence, Kansas

parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of TWO THOUSAND AND NO/100 DOLLARS

in them 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:

Beginning at the Northwest corner of Southwest Quarter (SW^{1/4}) of Section Fourteen

(14), Township Thirteen (13) South, Range Nineteen (19) East, thence East along

the Quarter section line 1575 feet, more or less, to the Center of Yankee Tank

Creek, thence Southerly downstream along center line of said Creek to where it

empties into the Wakarusa Creek, thence in a Westerly direction along center line

upstream of Wakarusa Creek to the west line of said Quarter section, thence North

1575 feet, more or less, to the point of beginning containing 40 acres, more or

less. Also

Beginning at the Northeast corner of Southeast Quarter (SE^{1/4}) of Section Fifteen

(15), Township Thirteen (13) South, Range Nineteen (19) East, thence West along

the Quarter section line 495 feet (30 rods), thence South 375 feet, more or less,

to the center of Wakarusa Creek, thence Southerly and Easterly along said center

line of Wakarusa Creek to the East line of said Quarter Section, thence North 1575

feet, more or less, to the point of beginning containing 16 acres, more or less.

with the appurtenances and all the estate, title and interest of the said part 16th of the first part therin.

And the said party of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and a good and indefeasible estate of inheritance therin, free and clear of all incumbrances,

and that they will warrant and defend the same against all persons making lawful claim theron. It is agreed between the parties hereto that the part 16th 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 party of the second part, the cost of any such insurance to be paid by the party of the second part. And in the event that said party of the second part shall fail to pay such taxes when the same become due and payable, the holder and premises hereinabove described, shall be liable to the party of the second part for any amount of such taxes, or other expenses so incurred as shall become a part of the indebtedness, secured by this indenture, and shall bear interest on the same 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 AND NO/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 9th day of March, 1950, and by A.M. 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 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 upon said real estate are not kept in a good and substantial condition, now, or if ever, or if it is committed on said real estate, that the holder and the whole of the obligations, now, or if ever, or if it is committed on said real estate, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of party of the second part, and the holder and the whole of the obligations, now, or if ever, or if it is committed on said real estate, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of party of the second part, and it shall be lawful for the said party 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 there be, shall be paid by the party of the second part, making such sale, on demand, to the holder and the whole of the obligations, now, or if ever, or if it is committed on said real estate, for the security of which this indenture is given, and each and every obligation therein contained, and all benefits accruing therefrom, shall stand and remain to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the party of the first part he, Y., bears name their hand, and the day and year last above written.

Frank Goff (SEAL)

Garnett Goff (SEAL)

(SEAL)