

40393 BOOK 98

MORTGAGE

(Ch. 52 B)

F. J. Boylan, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 6th day of April, in the  
year of our Lord one thousand nine hundred and Fifty between

Fred G. Rieder and Neomea F. Rieder, his wife,

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

part 1st of the first part, and George L. Kapfer and H. L. Kapfer

part 1st of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Six Thousand Two Hundred and Fifty Dollars (\$6250.00) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he ve 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:

Lot Number Twenty-nine (29) and the North 1/2 feet of

Lot Number Twenty-eight (28) in Learnard's Subdivision

of a portion of Block Five (5), in South Lawrence, an

Addition to the City of Lawrence,

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 they are the lawful owner is of the premises above granted, and seized 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 term 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 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 loss, if any, made payable to the part 1st of the second part to the extent of the full insurance. And in the event that said part 1st 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 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 Six Thousand Two Hundred and

Fifty Dollars (\$6250.00) DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of April, 1950, and by the terms made payable to the part 1st 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 1st of the second part to pay for any insurance or to discharge any tax 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 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 1st of the second part they 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 overplus, if any there be, shall be paid by the part 1st of the second part, making such sale, or 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 has ye hereunto set their hand and seal the day and year last above written.

Fred G. Rieder (SEAL)  
N. F. Rieder

STATE OF KansasCOUNTY OF Douglas

Be It Remembered, That on this 6th day of April, A. D. 1950  
before me, a Notary Public in the aforesaid County and State,  
came Fred G. Rieder and Neomea F. Rieder, his wife,

to me personally known to be the same person is 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.



My Commission Expires June 5, 1950.

Oliver K. Petefish Notary Public

Harold A. Beck Register of Deeds

Recorded April 6, 1950 at 11:00 AM

This mortgage was recorded on April 6, 1950 at 11:00 AM. The mortgage was recorded in the public records of the State of Kansas, and the mortgage was recorded in the public records of the County of Douglas, Kansas. The mortgage was recorded in the public records of the State of Kansas, and the mortgage was recorded in the public records of the County of Douglas, Kansas. The mortgage was recorded in the public records of the State of Kansas, and the mortgage was recorded in the public records of the County of Douglas, Kansas.