

40415 BOOK 98

MORTGAGE

Chas. S. H.

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This Indenture, Made this 8th day of April in the year of our Lord one thousand nine hundred and fifty between Anna V. Baecker, a widow, Marvin Philip Baecker and Anne P. Baecker, 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, Lawrence, Kansas, part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Four Thousand Five Hundred and no/100 ----- DOLLARS to 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 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:

South half of the southeast quarter Section 10, Township 14, Range 21 East of the Sixth Principal Meridian, containing 80 acres more or less in Douglas County, Kansas, and

The North half of the northeast-quarter of Section 12, Township 14, Range 21 containing 80 acres more or less in Johnson 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 the delivery hereof they are the lawful owners 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 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 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 Y of the second part, and if any such taxes or assessments shall be levied or assessed against said real estate, or if the buildings on said real estate are not kept in as good repair as they are now, or if there is any damage to said real estate, or if the part Y 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 Y of the second part may pay said taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 6% from the date of payment until fully repaid.

THIS GRANT is intended in a mortgage to secure the payment of the sum of Four Thousand Five Hundred and no/100 ----- DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of April, 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 Y 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 the covenants 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 same 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 there is any damage to said real estate, then this covenant 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 same and besides securing therefor and to sell the premises hereby granted, or any part thereof, in the manner provided 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 Y of the second 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 have signed their hand and seal, the day and year last above written.

Anna V. Baecker (SEAL)  
Marvin Philip Baecker (SEAL)  
Anne P. Baecker (SEAL)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELESBe it Remembered, That on this 5th day of April, A.D. 1950

before me, the undersigned, a Notary Public in and for said County and State, came Marvin Philip Baecker and Anne P. Baecker, his wife,

to me personally known to be the same persons who executed the foregoing instrument of writing, 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 May 16, 1953  
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Notary Public