

40-164 BOOK 98

MORTGAGE

No. 83-83

K. J. Hayes, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 29th day of May, in the year of our Lord one thousand nine hundred and fifty, between

Ernest N. Christie and Hazel B. Christie, his wife

of Baldwin City, in the County of Douglas and State of Kansas, part 103 of the first part, and Trustees of The Pakor University

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of THREE 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 party of the second part, the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit:

The Southeast Quarter of the Southeast Quarter of Section No. Nine (9) and the

Southwest Quarter of the Southeast Quarter of Section No. Nine (9), all in

Township No. Fifteen (15), Range No. Twenty (20) in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.

And the said party 103 of the first part do hereby covenant and agree that at the delivery hereof, they are 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.

It is agreed between the parties hereto that the part 103 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that part 103 of the first part shall be liable to pay all taxes and assessments that may be levied or assessed against five and twenty in such sum as the tax assessor may determine to be specified and directed by the party 103 of the second part, the taxes, if any, to be paid by the party 103 of the first part to the extent of 1/2 interest. And in the event that said part 103 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 party 103 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 29th day of May, 1950, and by its terms made payable to the party 103 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 103 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 103 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 if any taxes or assessments, or any other debts or charges upon the building or real estate are not kept in a good repair when the same become due and payable, or if any incumbrance is not kept off, as provided for in the terms of the building or real estate are not kept in a good repair when the same become due and payable, or if any incumbrance is not kept off, as provided for in the terms of the building or real estate, the whole sum remaining unpaid, and all of the obligations created 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 party 103 of the second part, 1/2 SICUREROME, OK to sell and dispose 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 profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all money so received from such sale to retain the amount then unpaid of principal and interest, and all expenses of collection, costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party 103 of the first part, to the party 103 of the second part.

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, assignees and successors of the respective parties hereto.

In Witness Whereof, the party 103 of the first part has hereunto set their hands and seal, the day and year last above written.

Ernest N. Christie (SEAL)
Hazel B. Christie (SEAL)

STATE OF Kansas }
COUNTY OF Douglas }



Be It Remembered, That on this 1st day of June A.D. 1950
before me, a Notary Public in the aforesaid County and State,
came Ernest N. Christie and
Hazel B. Christie, his wife

to me personally known to be the same persons who executed the foregoing instrument and
duly acknowledged the execution of all the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the
day and year last above written.

Cleo D. Stoeckel Notary Public