

40928

BOOK 98

MORTGAGE

(No. 22 K)

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This Indenture, Made this 19th day of June, in the year of our Lord one thousand nine hundred and Fifty between John F. Riese and Lucile Riese, his wife

of Budora in the County of Douglas and State of Kansas.
part 1st of the first part, and Erwin C. Thoren

part 2d of the second part.
Witnesseth, that the said part 1st of the first part, in consideration of the sum of THREE THOUSAND & 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 2d 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 Southeast corner of fractional Section
Twenty-seven (27), thence West 28 rods, thence North to
the Kansas River, thence along the bank of the Kansas
River in a southeasterly direction to the East line of
said Section, thence South on the Section line to the
place of beginning, containing 30 acres more or less, all
in Township Twelve (12) South, Range Twenty-one (21) East
of the 6th P. M.

This mortgage is given as part of the purchase price of the
above described property.

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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,
No Exemptions

and that they will warrant and defend the same against all parties making lawful claim thereto.
If 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 2d of the second part, the loss, if any, made payable to the part 2d of the second part to the extent of the interest. And in the event that said part 1st of the first 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
THREE THOUSAND & no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 19th day of June, 1950, and by its terms made payable to the part 2d 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 2d 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 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 while is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations now, or if while is committed on said premises, for the security of which this Indenture is given, shall immediately mature and become due and payable at the option of the part 2d of the second part, and it shall be lawful for the said part 2d of the second part him agents or assigns to take possession of the said premises, with all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing to the said premises 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 2d 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 herein.

In Witness Whereof, the part 1st of the first part has hereunto set their hand and seal the day and year last above written.

John F. Riese (SEAL)
Lucile Riese (SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

Be It Remembered, That on this 19th day of June, A. D. 1950, before me, a Notary Public in the aforesaid County and State, came John F. Riese and Lucile Riese, his wife

to me personally known to be the same person 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.

Howard C. O'Connell
Notary Public

March 18th 1954



Recorded June 21, 1950 at 4:00 P. M.

Harold R. Boer Register

This instrument was recorded in the public records of the County of Douglas, State of Kansas, on the 21st day of June, 1950, at 4:00 P. M., and the same was acknowledged by the parties hereto before me, a Notary Public, on the 19th day of June, 1950.