

41108

BOOK 98

MORTGAGE

(Rev. 3-2-31)

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This Indenture, Made this 12th day of July, in the year of our Lord one thousand nine hundred and fifty between Charles Holman and Alice Holman, his wife,

of _____, in the County of Douglas and State of Kansas parties of the first part, and J. C. Hemphill

part _____ of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

Four Hundred (\$400.00) ----- 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:

Commencing at the Northeast corner of the Northwest fractional quarter (1)
of Section Three; thence South 59 rods; thence West 27 rods 1 foot 9 inches;
thence North 59 rods; thence East 27 rods 1 foot 9 inches to place of be-
ginning, containing 10 acres more or less, being in Section 3, Township 12
South, Range 18 East of the 6th P.M.

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

And the said parties 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, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part _____ 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 _____ 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 _____ of the second part, the loss, if any, made payable to the part _____ of the second part to the extent of _____ interest. And in the event that said part _____ 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 _____ 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 Four Hundred (\$400.00)

DOLLARS,

according to the terms of _____ certain written obligation for the payment of said sum of money, executed on the 12th day of July, 1950, and by _____ terms made payable to the part _____ 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 part _____ 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 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 rent 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 part _____ making such sale, on demand, to the law 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, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hand and seals, the day and year last above written.

Charles Holman (SEAL)
Alice Holman (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

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Be It Remembered, That on this 14th day of July, A. D. 1950 before me, a Notary Public in the aforesaid County and State, came Charles Holman and Alice Holman, his wife,

to me personally known to be the same persons 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 December 4, 1952

Notary Public

Recorded July 15, 1950 at 8:15 A. M.

RELEASE

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Registrar of Deeds to enter the discharge of this mortgage of record.

Dated this 20th day of September, 1950

J. C. Hemphill
Mortgagee, Owner.

Marrie Brown Register of Deeds

This release was written on the original mortgage entered the 14th day of July 1950 at 8:15 A. M. in the office of the Registrar of Deeds.