

41179 BOOK 98

MORTGAGE

Chs. 52 31

F. J. Repley, Publisher of Legal Blanks, Leavenworth, Kansas

This Indenture, Made this 22d day of July in the year of our Lord one thousand nine hundred and fifty between Charles Holman and Alice Holman, his wife,

of Leavenworth in the County of Douglas and State of Kansas

parties of the first part, and J. C. Hemphill

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Eight Hundred and no/100 (\$800.00) 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 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:

Commencing at the Northeast corner of the Northwest fractional quarter (NW fr. 1) of section Three (3); 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 beginning, 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 intend 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 thereon. 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, the best, if any, made payable to the part Y of the second part to the extent of \$10,000 insurance. And in the event that said parties 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 Y 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 Eight Hundred (\$800.00) DOLLARS.

according to the terms of OUR certain written obligation for the payment of said sum of money, executed on the 22d day of July 1950, and by the 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 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 insured as they are now, or if worse 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 Y of the second part to take possession of the 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 thereto, and the surplus, if any there be, shall be paid by the part Y of the second part, making such sale, no 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 parties of the first part by us hereunto set their hands and seals the day and year last above written.

Charles Holman (REAL)
Alice Holman (REAL)

STATE OF KANSAS
COUNTY OF DOUGLAS



Be It Remembered, That on this 22d 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 person(s) 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.

Forrest A. Jackson
Notary Public

My Comm. Expires Oct. 28 1952

Recorded July 21, 1950 at 9:20 A. M.

Harold A. Beck Register of Deeds

This instrument was recorded in the office of the Register of Deeds of Douglas County, Kansas, on July 21, 1950, at 9:20 A. M., and is a true and correct copy of the original as the same appears from the records of said office.