

41990 BOOK 98

MORTGAGE (Rev. 5-2-32) F. J. Berke, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 12th day of August in the year of our Lord one thousand nine hundred and Fifty (1950) between Bernard G. Nicolay and Gladys L. Nicolay, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 188 of the first part, and Byron K. Dodds party of the second part.

Witnesseth, that the said part 188 of the first part, in consideration of the sum of Four Thousand (\$4,000.00) - - - - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he, she, 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 South One-half (1/2) of the Northwest Quarter (1/4) and the Southwest Quarter (1/4) of the Northeast Quarter (1/4); all in Section Nineteen (19), Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth (6th) P. M.; containing 118.44 acres more or less.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said part 188 of the first part do hereby covenant and agree that at 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. No exceptions

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 188 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 becomes due and payable, and that they shall keep the buildings upon said real estate insured against fire and tornado in such sums and by such insurance company as shall be specified and directed by the party of the second part, the less, if any, made payable to the party of the second part to the extent of 118 interest. And in the event that said part 188 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 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 Thousand (\$4,000.00) - - - - - DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 12th day of August 1950 and by its terms made payable to the party 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 188 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 now, or if waste is committed, on said premises, 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, Byron K. Dodds, 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 rents and benefits accruing thereon and to sell the said premises and all the improvements thereon in the manner prescribed by law, and out of all moneys arising from such sale to retain therefrom and to sell the said premises and all the improvements thereon, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the first part, 188.

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 188 of the first part he, she, hereto set their hand and seal the day and year last above written. Bernard G. Nicolay (SEAL) Gladys L. Nicolay (SEAL)

STATE OF Kansas } ss. COUNTY OF Douglas



Be It Remembered, That on this 12th day of August A. D. 1950 before me, a Notary Public in the aforesaid County and State, came Bernard G. Nicolay and Gladys L. Nicolay, husband and wife

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

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

My Commission Expires July 13 1952

George Dooling Notary Public

Harold A. Beck Register of Deeds

From record in Book 101 page 46