

41599 BOOK 98

MORTGAGE

(No. 52 M)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 2 day of Sep, in the
 year of our Lord one thousand nine hundred and fifty
 between
Ralph High and Madge High, his wife,

of Lawrence, in the County of Douglas and State of Kansas
 part ies of the first part, and Lorene H. Rose and Leo C. Rose, as joint tenants with
right of survivorship and not as tenants in common, part ies of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of
Thirteen Thousand and no/100 DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, he ya sold, and by this indenture
 do GRANT, BARGAIN, SELL and MORTGAGE to the said part ies 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 Southeast corner of the
 Northwest Quarter of Section 18, Township 12,
 Range 20; thence North 165 feet; thence West
 to the railroad right of way; thence South
 to the South line of said Quarter Section; ;
 thence East to the point of beginning.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.
 And the said part ies 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 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 ies of the first part shall at all times during the life of this indenture, pay all taxes to encumbrances
 that may be levied or assessed against said real estate when the same becomes 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 ies of the second part, the
 loss, if any, made payable to the part ies of the second part to the extent of the loss. And in the event that said part ies 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 ies 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 Thirteen Thousand and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 2 day of
1950, and by its terms made payable to the part ies 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 ies 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 ies 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 taxes is omitted 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 ies of the second part to take possession of the premises and to sell the same
 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 ies making such sale, on demand, to the first part ies.

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 ies of the first part have ya hereunto set their hand and S and
 seal, the day and year last above written.

Ralph High (SEAL)
Madge High (SEAL)

STATE OF Kansas
 COUNTY OF Douglas } ss.



Be It Remembered, That on this 2 day of Sep, A.D. 1950
 before me, a notary public in the aforesaid County and State,
 came Ralph High and Madge High, 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.

O. C. Stewart
 Notary Public.

My Commission Expires July 5 1953

Recorded September 2, 1950 at 11:55 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 Register of Deeds to enter the discharge of this mortgage of record.
 Dated this 8 day of Sep 1951

Lorene H. Rose
 Leo C. Rose
 Mortgagee, Owner.

Register of Deeds
Charles A. Beck
Barbara Selver