

41985

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

Made this 26th

26th

day of

September

in the

year of our Lord one thousand nine hundred, and forty between

Nelson Gish and Lois Gish, his wife

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and Eff. E. Churchbaugh

part Y of the second part.

Witnesseth, that the said part les of the first part, in consideration of the sum of Thirteen hundred and 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 party Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning 381 feet South of the Northeast corner of the Northeast quarter of Section twenty-eight (28), township thirteen (13), Range twenty one (21), thence west 10 rods, thence South 81 feet, thence east 10 rods, thence North 81 feet to the place of beginning, containing 12/600 acres more or less.

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 owner S of the premises above granted, and seised 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 thereto.

It is agreed between the parties hereto that the part ABC 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 shall become due and payable, and that ABC shall pay the buildings upon said real estate and the improvements thereon and the same shall be paid by said party ABC and according to such sum and by such installments as shall be determined by the court in this behalf to be just and equitable.

And the party ABC shall pay all taxes, if any, made payable to the party XYZ of the second part to the extent of 100% interest. And in the event that party ABC 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 ABC of the second part may pay said taxes and insurances, 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 \$1300.00
 Thirteen hundred and no/100 : : : : : DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 26th day of September, 1908.

_____ of the first 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 _____ of the second part to pay for any insurance or to discharge any taxes with interest thereon is 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 in heretofore 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 terms on said note 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 now are, 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 herein contained shall become due and payable at once, and the said premises shall be sold by the said mortgagee or his assigns, and the proceeds of the sale of the said premises shall be paid to the said mortgagee or his assigns, and it shall be lawful for the said party of the second part, **JOHN DEAN, EXECUTOR**, to sell the said premises and all the improvements thereon in the manner prescribed by law and to have a receiver appointed to collect the rents and to lettings accrued thereon; 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 said party of the second part to the said party of the first part.

It is agreed by the parties hereto that the terms and provisions of this instrument 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 ies of the first part have hereunto set their hand s and seal s, the day and year last above written.

Nelson Gish (SEAL)

Low Gish (SEAL)

(SEAL)

— (SEAL)