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42231 BOOK 99

MORTGAGE

Vol. 32 R

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This Indenture, Made this _____ day of _____ in the

year of our Lord one thousand nine hundred and _____

between _____

of _____ in the County of _____ and State of _____

part _____ of the first part, and _____

part _____ of the second part.

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

(\$3,500.00) Three Thousand Five Hundred and _____ DOLLARS

to _____ duly paid, the receipt of which is hereby acknowledged, he has sold and by this indenture

do GRANT, BARGAIN, SELL, and MORTGAGE to the said part _____ of the second part, the following described

real estate situated and being in the County of _____ and State of Kansas, to-wit:

Containing 60 rods more or less of the Southeast corner of the Southeast
1/4 of Section 19; thence North 10 rods; thence East 20 rods; thence
South 20 rods; thence East 20 rods; thence South 20 rods; thence
East 12 rods to place of beginning; also, a tract also
Containing 60 rods more or less of the Northwest corner of the Southeast
1/4 of the Southeast 1/4 of Section 19; thence running North 10 rods;
thence West 36 rods; thence North 10 rods; thence East 36 rods;
to the place of beginning; also, a tract in Township 12 South, Range
20 East, of the Sixth Principal Meridian, containing _____ Acres, more or less.

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

And the said part _____ of the first part do hereby covenant and agree that at the delivery hereof _____ the lawful owner

of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances,

and that _____ 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 becomes due and payable, and that _____ keep the buildings upon said real

estate insured against fire and conflagration 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 _____ DOLLARS,

(\$3,500.00) Three Thousand Five Hundred and _____ DOLLARS,

according to the terms of _____ certain written obligation for the payment of said sum of money, executed on the _____ day of _____

to _____ 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 part _____ 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 upon 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 part _____ 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 surplus, if any, there be, shall be paid by the

part _____ making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereby created, and all benefits hereof,

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 _____ of the first part has hereunto set _____ hand _____ and

seal the day and year last above written.

John F. Bates (SEAL)
Bates & Bates (SEAL)
(SEAL)
(SEAL)