

MORTGAGE

42237

BOOK 99

(No. 52 M)

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This Indenture, Made this 18th day of November in the year of our Lord one thousand nine hundred and fifty between Marl Mehrbass and Fredia Mehrbass, his wife, also known as Fredia V. Mehrbass,

of Douglas in the County of Douglas and State of Kansas

part 1st of the first part, and The First National Bank of Lawrence, Lawrence, Kansas,

part 2d of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of

Three Thousand and no/100 ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, by YB sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2d of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 20, Township 12, Range 20; thence South 709.5 feet; thence East 896.94 feet; thence North on a line parallel to the Half Section line 709.5 feet; thence West 896.94 feet to the place of beginning, containing 11.61 acres, more or less, in Douglas County, Kansas.

Also,

The North Half of the North Half of the Southeast Quarter of the Southwest Quarter; and the North Half of the North Half of the Southwest Quarter, all in Section 20, Township 12, Range 20, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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.

and that they will warrant and defend the same against all parties making lawful claim therein.

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 within 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 2d of the second part, the loss, if any, made payable to the part 2d of the second part to the extent of 100% interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same becomes due and payable or to keep said premises insured as herein provided, then the part 2d 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three 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 18th day of November 1950, and by its terms made payable to the part 2d 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 2d of the second part to pay for any insurance or to discharge any tax 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 covenant 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 water is consumed on said premises, then this covenant 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 2d 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 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 overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to the first party 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 part 1st of the first part by YB hereunto set their hand S. and seal S the day and year last above written.

Marl Mehrbass (SEAL)
Fredia Mehrbass (SEAL)
Fredia V. Mehrbass (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

SS.

Be It Remembered, That on this 18th day of November A.D. 19 50 before me, a notary public in the aforesaid County and State, came Marl Mehrbass and Fredia Mehrbass, his wife, also known as Fredia V. Mehrbass,

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.

Emmerton Notary Public

My Commission Expires Sept. 17 19 53



Recorded November 21, 1950 at 3:05 P. M.

Harold A. Beck Registrar of Deeds

Harold A. Beck
Barbara Leeker

This instrument, known as the original mortgage, is hereby acknowledged by the parties hereto, and the original is being retained by the Registrar of Deeds, Douglas County, Kansas, for filing in the public records. (Noted)