

42457

BOOK 99

MORTGAGE

(74, 52 K)

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

This Indenture, Made this 7th day of December in the year of our Lord one thousand nine hundred and fifty

Walter George and Viola George, his wife

of Lawrence, in the County of Douglas and State of Kansas

parties of the first part, and F. E. Wolf

party of the second part.

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

Four Thousand and No/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, in VE sold, 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 East Half of the South West Quarter of Section Twenty Four (24), Township Fourteen (14), Range nineteen (19).

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 owners 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 thereto.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of the indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they shall keep the buildings upon said real estate insured against fire and tornado to such sum and by such insurance company as shall be specified and directed by the part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of 115 interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep and maintain insured as herein provided, then the part 2nd 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 and No/100 DOLLARS,

according to the terms of one month written obligation for the payment of said sum of money, dated the 7th day of December 1950, and by its terms made payable to the part 2nd 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 2nd 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 1st 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 provided for in said written obligation, for the maturity 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 2nd of the second part his heirs or assigns 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 surplus, if any there be, shall be paid by the part 2nd of the second part making such sale, on demand, to the part 1st of the first part.

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 their hand and seal the day and year last above written.

Walter George (SEAL)
Viola George (SEAL)

STATE OF Kansas

COUNTY OF Douglas

SS.

Be It Remembered, That on this 19 day of December A.D. 1950

before me, C. B. Butell in the aforesaid County and State,

came Walter George and Viola George, his wife

to me personally known to be the same persons 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 19 day and year last above written.

C. B. Butell
Notary Public

My Commission Expires Sept 4, 1952



Recorded December 21, 1950 at 2:20 P.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 13 day of Jan 1950.

F. E. Wolf Mortgagee, Owner.