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BOOK 99

MORTGAGE

(No. 52 K)

F. J. Bodge, Publisher of Legal Books, Lawrence, Kansas

This Indenture, Made this 6th day of March, in the year of our Lord one thousand nine hundred and fifty one, between Frank Estrada and Emma Estrada, husband and wife

of Eudora in the County of Douglas and State of Kansas.

parties of the first part, and Kaw Valley State Bank, Eudora, Kansas.

part Y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of Twelve hundred fifty and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has vs. 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:

Lots Nos. Eleven (11), and Twelve (12), in Block One hundred thirty seven (137) in the City of Eudora, Kansas.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therin.

And the said part 108 of the first part do hereby covenant and agree at the delivery hereof they were the lawful owner of the premises above granted, and seized 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 legal claim thereto, it is agreed between the parties hereto that the parties 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 they 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 Y of the second part, the loss, if any, to be paid to the said party Y of the second part to the extent of 4 1/2% interest. And in the event that said part 108 of the first part fails to pay any taxes when the same become due and payable or to keep said premises insured as herein provided, then the part Y of the second part may pay any 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

Twelve hundred fifty and no/100 DOLLARS, according to the terms of One certain written obligation, for the payment of said sum of money, executed on the 6th day of

March, 1951, and by 1/2 terms made payable to the part Y 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 Y 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 108 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 herein 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, that this conveyance shall become absolute and the whole sum remaining unpaid and all of the obligations created thereby shall become due and payable, and the said party Y of the second part shall have the right to quiet enjoyment of the said building, without notice, and is shall be lawful for the said party Y of the second part to enter upon the premises 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 over and above the amount so retained, shall be paid by the part Y making such sales, on demand, to the first part 108.

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 thereunder, shall extend and move to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

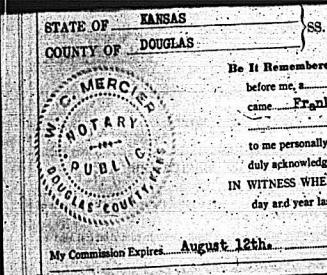
In Witness Whereof, the part 108 of the first part has vs. herein set their hand s and seal the day and year last above written.

Frank Estrada  
Emma Estrada

(SEAL)

Frank Estrada

(SEAL)



Recorded March 8, 1951 at 4:00 P.M.

In the undersigned, being of the within mortgage, whereby acknowledge  
the full payment of the debt secured thereby, and authorizing the Register  
of Deeds to enter the discharge of this mortgage of record. Dated this 21  
day of April 1852.

May 7, 1912  
The Valley State Bank, Eudora, Kansas  
(Copy Seal) W. C. Mercer, Secy. & T. J. Mortgage Owner.

or of Deeds. . .  
This Deed  
was written  
on the original  
morning  
and entered  
this 1 day  
of May  
19 . . .  
David A. Beck  
Res. of Deed  
Barbara Scher