

MORTGAGE

43326

BOOK 99

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This Indenture, Made this 16th day of March, in the year of our Lord one thousand nine hundred and fifty-one between, Charlie V. Hayden and Estelle L. Hayden, husband and wife,

of Lawrence, in the County of Douglas, and State of Kansas part 105 of the first part, and George D. Kramer and Margaret E. Kramer, as joint tenants with right of survivorship and not as tenants in common, part 106 of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Five Thousand 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 part 106 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

That part of the Northwest Quarter of Section 8, Township 12 South, Range 20 East of the 6th P. M., lying north of the drainage ditch, less a tract of land described as: Beginning at the Northwest corner of Section 8, Township 12 South, Range 20 East of the 6th P. M., thence East 1762 feet; thence South to drainage ditch; thence Northwest along said ditch to West line of Section 8; thence North to point of beginning, containing 127 acres, more or less.

This mortgage is made subject to reservation of gas, oil and other minerals as set forth in warranty deed recorded in Book 168 at page 304 of records in office of Register of Deeds of Douglas County, Kansas; also to the reservation of gas, oil and other minerals as set forth in warranty deed recorded in Book 168 at page 306 of said records; also this conveyance is made subject to a mortgage existing between George D. Kramer and Margaret E. Kramer and Elmer W. Ousdahl, as set forth in Book 171 at page 45 of records in the office of Register of Deeds of Douglas County, Kansas, with the appurtenances and all the estate, title and interest of the said part 106 of the first part therein.

And the said part 106 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 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 lawful claim thereon. It is agreed between the parties hereto that the part 106 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same become 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 106 of the second part, the loss, if any, made payable to the part 106 of the second part to the extent of \$1000.00 interest. And in the event that said part 106 of the second part shall fail to pay said taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 106 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 Five 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 16th day of March 1951, and by its terms made payable to the part 106 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 106 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 106 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 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 106 of the second part, their 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 106 of the second part, making such sale, on demand, to the first part 106.

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 106 of the first part hereunto set their hand and seal the day and year last above written.

Charlie V. Hayden (SEAL)

Estelle L. Hayden (SEAL)

(SEAL)

(SEAL)