

MORTGAGE

43619 BOOK 100

(No. 32 K)

P. J. Butler, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this

11th day of April

in the

year of our Lord one thousand nine hundred and

fifty-one

between

Wilbur M. Jeffries and Rosie May Jeffries, his wife,

of Lawrence in the County of Douglas and State of Kansas

part 122 of the first part and Mary C. Block

party of the second part.

Witnesseth, that the said part 122 of the first part, in consideration of the sum of

Twenty Five Hundred and no/100

DOLLARS

to them July paid, the receipt of which is hereby acknowledged, have 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 South Half of the Southwest Quarter

of Section 33, Township 12, Range 19,

with the appurtenances and all the estate, title and interest of the said part 122 of the first part therein.

And the said part 122 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above described, and covenanted to defend 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 122 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 become due and payable; and then, if they fail to pay the same, the buildings upon and real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 122 of the second part, the law of any state payable to the part 122 of the second part to the extent of the interest. And in the event that said part 122 of the first part shall fail to pay such taxes when the same become due and payable so to keep said premises insured as herein provided, then the part 122 of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the incumbrances 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 to be a mortgage to secure the payment of the sum of Twenty Five Hundred Dollars.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 11th day of April 1951, and by the said part 122 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 122 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 122 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 secured 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 and written obligation, for the amount 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 122 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 therein, and the surplus, if any there be, shall be paid by the part 122 of the second part, making such sale on demand to the first part 122.

It is agreed by the parties hereto that the terms and provisions of this indenture and such 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 122 of the first part has hereunto set their hands and seal this day and year last above written.

Wilbur M. Jeffries (SEAL)
Rosie May Jeffries (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

Be It Remembered: That on this 2nd day of April May A.D. 19 51 before me, a Notary Public in the aforesaid State and County, came Wilbur M. Jeffries and Rosie May Jeffries, 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 day and year last above written.

My Commission Expires

July 5 1953

Notary Public

Recorded May 2, 1951 at 11:50 A.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 13th day of August, 1957.

Mary C. Block, Mortgagee. Owner.

Harold A. Block Register of Deeds

Harold A. Block
By Marie Wilson