

43752 BOOK 100

MORTGAGE

(No. 6210)

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This Indenture, Made this 21st day of May, in the year of our Lord one thousand nine hundred and fifty-one between Robert Peterson and Helen E. Peterson, his wife,

of , in the County of Douglas and State of Kansas

part 108 of the first part, and The First National Bank of Lawrence

part Y of the second part.

Witnesseth, that the said part 108 of the first part, in consideration of the sum of

One Thousand Five Hundred 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 Y 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 eighty-five (85) acres of the Southeast one-quarter (SE $\frac{1}{4}$), Section 11, Township 13, Range 18, also the West one-half (W $\frac{1}{2}$) of the Northeast one-quarter (NE $\frac{1}{4}$), Section 11, Township 13, Range 18, and commencing at the Northwest corner of the Southeast one-quarter (SE $\frac{1}{4}$), Section 11, Township 13, Range 18; thence South on the West line of said quarter section to a point where said West line first intersects the middle of the channel of Wakarusa Creek; thence Northeasterly down the middle of the channel of said creek to the point on said creek known as "Kinsey Ford"; thence Southeasterly down the middle of the channel of said creek to a point 17 chains South of the North line of said quarter section; thence East to a point 18.75 chains East of the West line of said quarter section; thence North to the North line of said quarter section; thence West on said North line 18.75 chains to the place of beginning, containing 30 acres, more or less, reserving the right of way across said ford; thence Southeasterly along the North bank of said creek to the South line of the land last herein described, also, The East one-half (E $\frac{1}{2}$) of the Northeast one-quarter (NE $\frac{1}{4}$), Section 11, Township 13, South of Range 18 East of the 6th P.M., less one and one-half (1 $\frac{1}{2}$) acres out of the Northeast corner of said tract conveyed to School District No. 62, all in Douglas County, Kansas.

The Northwest Quarter (NW $\frac{1}{4}$) of Section 13, Township 13, Range 18, Douglas County, Kansas.

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

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are 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, except a first real estate mortgage to The First National Bank of Lawrence, Lawrence, Kansas, for \$12,000.00 dated Feb. 26, 1940 and recorded in Book 93 of Mortgages at Page 197 of the Register of Deeds, Douglas Co., 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 said part 108 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 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 10% interest. And in the event that said part 108 of the first 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 Y 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 One Thousand Five Hundred and no/100 ----- DOLLARS.

according to the terms of, ONE certain written obligation for the payment of said sum of money, executed on the 21st day of May, 1951, and by its 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 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 it is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations now, or as herein provided, 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 Y 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 thereon, and to sell the premises hereby granted, or any part thereof, in the manner provided 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 Y of the second part, making such sale, 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 therefrom, shall extend and secure 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 hereby hereunto set their hand and seal, this 21st day and year last above written.

Robert Peterson (SEAL)

Helen Peterson (SEAL)

(SEAL)

(SEAL)