

MORTGAGE

(52K)

BOOK 100

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture,

Made this 10th day of June, in the
year of our Lord one thousand nine hundred and 1922
between Mary Josephine O'Dwyne and Nathan O'Dwyne, her husband

of Baldwin in the County of Bourles and State of Kansas
part 1st of the first part, and Trustees of The School District

part 2nd 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, have sold, and by this indenture
do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described
real estate situated and being in the County of Bourles and State of Kansas, to-wit:

Beginning at a point 70 rods South of the Northeast corner of the Northwest
Quarter of Section 11, in Township 15 of Range 20, thence South along said
Quarter Section line 70 feet, more or less, to a point due West of the North
line of Fremont Street in Baldwin City, thence due West on the continuation of
said north line of Fremont Street, 70 feet, more or less, to a point inter-
secting the east line of the right-of-way of the Kansas Pacific Railway and
Southern Kansas Railroad, thence in a Northerly direction along said
right-of-way to a point due West of the beginning of said part 2nd
or less, to the beginning, less railroad, Bourles County, Kansas.

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 as the delivery hereof to 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 lawful claim thereof.

It is agreed between the parties hereto that the part 1st 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 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of 10%
insured. 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
said premises 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 pay-
ment 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 a certain written obligation for the payment of said sum of money, executed on the 10th day of June, 1922, and by 1st 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 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 2nd of the second part to take possession of the said premises and all the improve-
ment 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 overplus, if any there be, shall
be paid by the part 2nd making such sale, on demand, to the first part 1st.

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, and
assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part have hereunto set their hand and seal
and seal the day and year last above written.

Mary Josephine O'Dwyne
N. O'Dwyne
(SEAL)
(SEAL)
(SEAL)