

MORTGAGE

(Chs. 53 & 54)

44046 BOOK 100

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This Indenture, Made this 28th day of July, in the year of our Lord one thousand nine hundred and fifty-one between Ben C. Ireland and Nellie I. Ireland, his wife

of Lawrence in the County of Douglas and State of Kansas part 100 of the first part, and The Lawrence National Bank, Lawrence, Kansas,

Witnesseth, that the said part 100 of the first part, in consideration of the sum of FIVE THOUSAND & no/100 DOLLARS to them July paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 100 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 24 Acres of the West 24 acres of the Southeast Quarter of Section Nineteen (19), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian, less the East 6 acres of said 24 acres and less that part taken for Highway and recorded in Book 140, Page 19, and less that part described in deed recorded in Book 168, page 628

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein. And the said part 100 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 aliased of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. No exceptions

It is agreed between the parties herein that the said part 100 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 the said part 100 of the first part shall keep the buildings upon said real estate in good repair and in such state and by such insurance company as shall be specified and directed by the part 100 of the second part. And in the event that said part 100 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 100 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 & no/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 28th day of July, 1951, and by the terms made payable to the part 100 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 100 of the second part to pay for any taxes or to discharge any taxes with interest thereon as herein provided, in the event that said part 100 of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if each payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof or any obligation created thereby, or if the insurance is not kept up, or if the buildings on said real estate are not kept in as good repair as they are now, or if taxes are assessed on said premises, then this covenant shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in this 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 100 of the second part to take possession of the premises and to sell the same for the purpose herein provided by law and to have a receiver appointed to collect the rents and royalties accruing on said premises and to sell the same for the purpose herein provided by law, and out of all moneys arising from such sale to retain the sum of \$1000.00 as a fund for the payment of the taxes and charges incident thereto, and the surplus, if any there be, shall be paid by the part 100 of the second part to the part 100 of the first part. 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 100 of the first part by their hand and seal have subscribed and signed this indenture on the 28th day of July, 1951, at Lawrence, Kansas.

Ben C. Ireland (SEAL)
Nellie I. Ireland (SEAL)

STATE OF Kansas
COUNTY OF Douglas } 88.

Be It Remembered, That on this 28th day of July, A.D. 1951 before me a Notary Public in the aforesaid County and State, came Ben C. Ireland and Nellie I. Ireland, his wife

to me personally known to be the same person 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 March 16th, 1954

Howard A. Beck
Notary Public

Recorded July 6, 1951 at 4:10 P. M.

Howard A. Beck Register of Deeds

Recorded Jul

The note herein created, discharged

(Corp.)