

MORTGAGE

44567 BOOK 100

THIS INDENTURE, Made this 19th day of September, in the year of our Lord nineteen hundred fifty-one, between Sadie Kampshroder, unmarried, of the first part, and John F. Metaker and Pearl E. Metaker, his wife, as joint tenants with right of survivorship and not as tenants in common, of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell, and mortgage to the said parties of the second part, their assigns, and the heirs and assigns of the survivor of them, forever, all those tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

An undivided one-half interest in and to:

The South 70 acres of the North Half of the Northwest Quarter of Section 22, Township 13, Range 18, in Douglas County, Kansas;

An undivided one-fourth interest in and to:

The North 85 acres of the Northeast Quarter of Section 21, Township 13, Range 18, in Douglas County, Kansas;

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

And the said Sadie Kampshroder does hereby covenant and agree that at the delivery hereof she is 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.

This grant is intended as a mortgage to secure the payment of

The sum of \$ 280.00 now owing by the mortgagor to the mortgagees;

Any indebtedness which may hereafter be owed by the mortgagor to the mortgagees or either of them for care given to the mortgagor in their rest home or elsewhere; and

Any moneys advanced by the mortgagees to pay physicians for necessary services rendered the mortgagor, as well as moneys advanced to pay for her necessary drugs and medicines;

the amounts to be as shown by promissory notes or other acknowledgments of such indebtedness made by the mortgagor, or by book accounts or any other satisfactory evidence, all of such obligations however to be strictly for the welfare and care of the mortgagor and the respective amounts thereof to bear interest at the rate of five (5) per cent per annum until repayment is made. No repayment of any of such sums shall be due until the death of the mortgagor.

This grant shall remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part, or their assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sales to retain the amount then due for the principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties making such sale, on demand, to said party of the first part, her heirs and assigns.