

Harold G. Beck
Pres. of Deeds
Barbara Leabe
Deputy

MORTGAGE

(52K)

46446 BOOK 101
Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The First National Bank of Lawrence
part y of the second part.

Witnesseth, that the said parties..... of the first part, in consideration of the sum of
Three thousand and no/100 (33,000.00) ----- DOLLARS
to _____ them _____ duly paid, the receipt of which is hereby acknowledged, he _____ 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:
Beginning at a point on the North Right of Way line of Kansas State Highway No. 10,
989.6 feet West of the East line of the Southeast Quarter of the Southwest quarter
of Section 5, Township 13, South, Range 20, East; thence North to the North line of
said Southeast Quarter of Southwest Quarter of said Section 5; thence West along
said North line 160 feet, thence South to the North Right of Way line of Kansas
State Highway No. 10; thence East 160 feet to point of beginning, together with
an easement and right to connect, construct, maintain, and repair a water pipe-
line to the well now located on the West 165 feet of said Southeast quarter of
the Southwest quarter of Section 5 (5), Township thirteen (13), Range Twenty (20).

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 163 of the first part do hereby covenant and agree that at the delivery hereof ~~they are~~ lawful owners 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 thereto.

It is agreed between the parties hereto that the part 100 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 becomes 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 party _____ of the second part, the loss, if any, made payable to the party _____ of the second part to the extent of its share. 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 now directed, the part _____ 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 Three thousand and no/100 - - - -
- - - - - DOLLARS.

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 12th day of April, 1952, and by its terms made payable to the 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 party 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 les. 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 continued herein 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 be not paid, or if the insurance be not kept up, as provided herein, or if the buildings on said premises be damaged, or if the premises be sold, or if the premises be mortgaged, or if the premises be otherwise encumbered, or if the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture was executed, shall become due and payable at the option of the mortgagee, without notice, and it shall be lawful for the mortgagee to take possession of the premises, and to take possession of the said premises and all the improvements thereon, and to sell the same, and to apply the proceeds of such sale to the payment of the said premises and all the improvements thereon, and to grant, 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, and to pay the balance to the owner of the premises, and to the holder of the mortgage, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the first party as follows:

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 parties of the first part ha^{ve} hereunto set their hand s^{and} the day and year last above written.

Hayden Jones (SEAL)
Jeannette Jones (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } SS

Be It Remembered, That on this 12th day of April A. D. 1952
before me, a Notary Public in the aforesaid County and State,
came Haydn Jones and Jeannetta Jones, his wife.

to me personally known to be the same person. S... 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 13 1952

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Notary Public

Recorded April 14, 1952 at 2:45 P. M.

David A. Beck Register of Deeds
by Barbara Seebert, Deputy

This release
was written
on the original
photostat.

ordered
 this 7th
 of Aug
 1854
 Hardscrabble
 Regt. of Dragoons
 Recd