

47224 BOOK 102

MORTGAGE

(No. 32 C)

F. J. Boyles, Pub. of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 11th day of September A. D. 1952 between
Raymond T. Dockery and Ethel Dockery, husband and wife,

of Douglas County, in the State of Kansas of the first part, and
Howard McConnell

of Douglas County, in the State of Kansas of the second part;

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Three Thousand Dollars (\$3,000.00) DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part Y
of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in the County of
Douglas and State of Kansas to-wit:

Beginning 350 feet east of the Southwest corner of Block 3 in Earl's Addition
to the City of Lawrence; thence North 295 feet; thence east 50 feet; thence
South 295 feet; thence West 50 feet to the place of beginning, in the City of
Lawrence, Douglas County, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances there-
unto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said parties of the first
part ha ve this day executed and delivered
certain promissory note in writing to said part Y of the second part, ~~to secure the~~

The money obtained under this mortgage is to be used by parties of the first part in
the building of a house on the above described property and is given to secure the
payment of part of the purchase money of said house and premises,

The parties of the first part agree to procure and maintain a policy of insurance on
the buildings to be erected upon the above described property in the amount of at
least Three Thousand Dollars (\$3,000.00); loss, if any, payable to the mortgagee
or his assigns, and the policy of insurance shall be held by party of the second part.

Now, If said part 1st of the first part shall pay or cause to be paid to said part Y of the second part, his
heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the
terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect.
But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and
assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the
same are by law, made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become
due and payable and said part Y of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their hand s the day and year
first above written.

Executed in the presence of

Witnesses

Raymond Dockery
Ethel Dockery