

MORTGAGE 48967 BOOK 103

THIS INDENTURE, made this 27th day of April, 1953, by and between William F. Lyons and Mildred A. Lyons, husband and wife, of Lawrence, Douglas County, Kansas, Parties of the First Part and Paul C. Lyons of Lawrence, Douglas County, Kansas, Party of the Second Part:

WITNESSETH: That said Parties of the First Part, in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Party of the Second Part, his heirs, executors, administrators and assigns, all of the following described real estate situated in Lawrence, Douglas County, Kansas, to-wit:

Lots No. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 in Addition Number Two (2), in that part of the City of Lawrence, known as North Lawrence, less right of way of Union Pacific Railway Company, and subject to grant of easement to the Douglas County Kaw Drainage District, a Municipal Corporation, recorded in Book 156, Page 94.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said Party of the Second Part, his heirs, executors, administrators and assigns, forever. And the said Parties of the First Part do hereby covenant and agree that at the delivery hereof they are the 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 forever defend the same in the quiet and peaceable possession of said Party of the Second Part, his heirs, executors, administrators and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and conditions, to-wit:

FIRST. That the Parties of the First Part are justly indebted to the Party of the Second Part in the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, with interest from date as herein after set forth, according to the terms of a certain first mortgage note of even date herewith executed by said Parties of the First Part, as follows: One certain note in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) with interest from date at the rate of five and one-half per cent (5½%) per annum, payable Fifty Dollars (\$50.00) per month on the fifteenth day of May, 1953, and Fifty Dollars (\$50.00) payable on the fifteenth day of each month thereafter until the principal and interest are fully paid according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Lawrence National Bank of Lawrence, Kansas, or at such other place as the legal holder of the note may in writing designate, the said note bearing ten per cent (10%) interest after maturity.