

MORTGAGE

(No. 32A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 6th day of December
A. D. 1954, between Charles R. Mischke and Margaret B. Mischke, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Louis Bubeck and Sofia Bubeck, husband and wife, whose address
is Highland Avenue, West Nyack, New York.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Twelve Thousand Dollars (\$12,000.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do
grant, bargain, sell and Mortgage to the said parties of the second part their heirs and assigns forever,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:

Lot No. Four (4) of the Replat and Subdivision of Block No. Two
(2), Park Hill Addition, an Addition to the City of Lawrence, Douglas County,
Kansas, the street address of said property being 2417 Ohio Street, Lawrence,
Kansas.

(This mortgage is made to take the place of a mortgage made on
the same date between the same parties to correct the description of real
property covered by said mortgage, in Book 108 at Page 48.)
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said parties 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 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 Twelve Thousand Dollars (\$12,000.00)
Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said parties of the first part to the
said parties of the second part.

and this conveyance shall be void if such payments be made
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or
if the insurance is not kept up thereon, then 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 their executors, administrators,
or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pro-
scribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest,
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part-
making such sale, on demand to said parties of the first part, their

heirs and assigns
The parties of the first part covenant and agree that they will not convey or assign
any of their interest in and to the above-described property as long as said mortgage
remains due and unpaid without first obtaining the written consent of parties of the
second part to convey or sell the same.

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles R. Mischke (SEAL)
Margaret B. Mischke (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County,



BE IT REMEMBERED, That on this 6th day of December A. D. 1954,
before me, the undersigned, a Notary Public
in and for said County and State, came Charles R. Mischke and
Margaret B. Mischke, husband and wife,

to me personally known to be the same persons who executed the foregoing instrument
of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my official seal
on the day and year last above written.

My Commission Expires January 26 1955 Margaret E. Hawood Notary Public