

MORTGAGE

60545

Form D-752

Book 113

This Indenture, Made this 29th day of August in the year of Our Lord One Thousand Nine Hundred and Fifty-Six between Robert M. Lawson and Naomi W. Lawson, husband and wife, of the County of Douglas and State of Kansas, part of the first part, and G. A. Roberts and Emma Roberts, husband and wife, part 1st of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Six Thousand Three Hundred Forty-Seven and 15/100 (\$6342.15) DOLLARS in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, convey and confirm, unto the said parties of the second part, and to their heirs and assigns forever, all of the following-described real estate, lying and situated in the County of Douglas and State of Kansas, to-wit:

The South One-half (1/2) of Lot Number 174 and
all of Lot Number 176 on Ohio Street, in the
City of Lawrence, Kansas.

with appurtenances, and all the estate, title, and interest in 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 encumbrances.

PROVIDED ALWAYS, And these presents are upon these express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said parties of the second part their heirs or assigns, the sum of Six Thousand Three Hundred Forty-Seven and 15/100 DOLLARS with interest thereon at the time and in the manner specified in our certain promissory note, bearing date 1956 executed by the parties of the first part, payable to the order of

Second Parties at Lawrence Kansas, in amount and due as in said note provided.

with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, and in that case these presents and everything herein expressed shall be absolutely null and void. But on default of the payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law.

First Parties further agree that they will make no alterations in the
house on said property or additions thereto without first obtaining the
consent in writing of Second Parties.

In case of foreclosure and sale the parties of the first part hereby waive the right of appraisement of the premises.

IN TESTIMONY 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 the presence of

Robert M. Lawson (Seal)
Naomi W. Lawson (Seal)
Robert M. Lawson
Naomi W. Lawson