

MORTGAGE

(No. 2200)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this 20th day of September, 1956 between
Mervin B. Garrett and Emma J. Garrett, husband and wife
 of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and The Lawrence Building and Loan Association
 part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of
Five thousand and no/100 DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by
 this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the
 following described real estate situated and being in the County of Douglas and State of
Kansas:

beginning at a point 256.09 feet North of the Southwest corner of the
 Southeast Quarter of Section Six (6), Township Thirteen (13) South,
 Range Twenty (20) East of the Sixth Principal Meridian; thence North
 on said Section line 65 feet; thence East 220 feet; thence South 65
 feet; thence West 220 feet to the place of beginning, containing .328
 of an acre, in Douglas County, Kansas.

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

And the said part 1st 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 defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st 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 become due and payable, and that they will
 cause to be paid the same and will cause insured against fire and tornado in each year and by such insurance company as shall be specified and
 approved by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 100%
 thereof, and in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep
 the premises insured as herein provided, then the part Y of the second part may pay such 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.

There shall be included in a mortgage to secure the payment of the sum of Five thousand and no/100 DOLLARS

amounting to the sum of ONE certain written obligation for the payment of said sum of money, executed on the 20th
September 1956 and by its terms made payable to the part 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
 part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided. In the event
 said part 1st of the first part shall fail to pay the same as provided in this Indenture.

And the mortgage shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.
 If failure to make such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real
 estate are not paid when the same become due and payable, or if the insurance is not kept up as provided herein, or if the building on said
 real estate is not kept up as good repair as they are now, or if waste is committed on said premises, then this mortgage shall become absolutely
 due and payable, and all of the obligations provided for in said written obligation, for the security of which this Indenture
 is made, shall become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the holder hereof to take possession of the said premises and all the improve-
 ments thereon, and to let and to have a receiver appointed to collect the rents and profits thereof, and to
 apply the same to the payment of the said debt and interest, and to do all matters relating thereto, and to
 execute and deliver a deed of the premises to the holder hereof, and the holder hereof, if any there be,
 shall have the same power and authority as if the premises were in actual possession of the holder hereof.

Witness my hand and seal, as witness, to the first part.

And I, the undersigned, do hereby certify that the terms and conditions of this Indenture and each and every obligation therein contained, and all
 the matters hereinbefore provided for, have been read and explained to the said part Y of the second part, and that they understand the same, and that they
 execute this Indenture voluntarily and without duress, fraud, or any other unlawful means, and that they are the lawful owners of the premises

above described, and that the part 1st of the first part is 22 years of age, and is the lawful owner of the same.

Mervin B. Garrett
 Mervin B. Garrett

Emma J. Garrett
 Emma J. Garrett

WITNESSES

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