

BOOK 115

MORTGAGE

(A2)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 21 day of May in the year of Our Lord, One Thousand Nine Hundred and Fifty-seven, by and between George H. Wilburn and Bertie Wilburn, also known as Birdie M. Wilburn, wilburn, his wife, and Jerome Wilburn, a single person, of the County of Douglas and State of Kansas parties of the first part, and Robert H. Owen d/b/a Alcalo Roofing and Siding Co., of Kansas City, Missouri, part y of the second part

Witnesseth, That said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration Dollars to them in hand paid by the said party Y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, confirmed, released, warranted and confirmed unto the said party Y of the second part and to his heirs and assigns forever, all of the following described tract or tracts of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Lot 21, Block 2, Taylor's Addition to the City of Lawrence,
Douglas County, Kansas.

Grantors state that Emily Wilburn also known as Emma L. Wilburn who reserved a life estate in the above described real estate died February 4, 1957.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part V of the second part, and to his heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said parties of the first part ~~XXXXXX XXXXXXXXXXXXXXXXXXXX~~
 have this day executed and delivered their certain promissory note in writing to the part y of the
 second part, ~~XXXXXX~~ for \$ 2,572.40, a copy of which note is hereto attached
~~XXXXXXXXXXXX~~ and made a part hereof.

Now, if the said parties of the first part, or any one for them,
shall well and truly pay, or cause to be paid, the sum of money in said note _____ mentioned, with the interest thereon, according
to the tenor and effect of said note _____, then these presents shall be null and void. But if said sum _____ of money, or either
of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of
said sum _____ and interest shall, at the option of said part Y of the second part, by virtue of this Mortgage, immediately
become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and
appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then
in like manner the said note _____, and the whole of said sum _____, shall immediately become due and payable; and said
taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mort-
gage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said

for assignment see Book 115 - page 373