

62888 Book 114

MORTGAGE

Mac. 52K

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

This Indenture, Made this 13th day of June, 1957 between
Gerald Kenneth Morris and Inez Maurine Morris, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
part 1 of the first part, and The Lawrence Building and Loan Association
part 2 of the second part.

Witnesseth, that the said part 1 of the first part, in consideration of the sum of
Twenty-five hundred 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 2 of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:

Lot Twenty-three (23) in Block Eleven (11) in Lane Place in
the City of Lawrence, Douglas County, Kansas,

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

And the said part 1 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, except
a mortgage given to the Lawrence Building and Loan Association for \$9,000.00
and dated March 10, 1956, and recorded March 19, 1956 in Book 108 at page
501 of the records of the Register of Deeds of Douglas County, Kansas.

It is agreed between the parties hereto that the part 1 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
keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and
directed by the part 2 of the second part, the loss, if any, made payable to the part 2 of the second part to the extent of the
losses. And in the event that said part 1 of the first part shall fail to pay such taxes when the same become due and payable or to keep
said premises insured as herein provided, then the part 2 of the second part may pay said 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five hundred and no/100-
DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 13th
day of June, 1957, and by its terms made payable to the part 2 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
said part 2 of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event
that said part 1 of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.
If default be made in 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 buildings on said
real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute
and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part 2 of the second part to take possession of the said premises and all the improvements
thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,
shall be paid by the part 2 making such sale, on demand, to the first part 1.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all
benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1 of the first part have hereunto set their hands and seal on the day and year
last above written.

Gerald Kenneth Morris (SEAL)
Inez Maurine Morris (SEAL)
Gerald Kenneth Morris (SEAL)
Inez Maurine Morris (SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 13th day of June, A. D. 1957
before me, a Notary Public in the aforesaid County and State
saw Gerald Kenneth Morris and Inez Maurine Morris,
husband and wife,

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

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

Any Commission Expires April 24, 58

L. E. Eby
L. E. Eby, Notary Public

Recorded June 13th, 1957 at 4:15 P.M.

Harold A. Beck, Register of Deeds
By: Marie Wilson Deputy

(See also) If the undersigned, owner of this written mortgage, do hereby acknowledge the full payment of the debt secured
hereby, and deliver to the Register of Deeds to cancel this mortgage of said money so advanced. Noted June 10th, 1957
at Lawrence, Kansas
The Lawrence Building and Loan Association
President
W. C. Beckman

Charles A. Beck
By: Marie Wilson