

MORTGAGE

64450

BOOK 117

16-2-T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 1st day of November A. D. 19 57.

between JOHN B. YOUNG and JEANNE W. YOUNG, his wife  
of Douglas County, in the State of Kansas, of the first part  
and HOWARD F. LANDEENE  
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, ~~in consideration of the sum of \$~~  
to secure the payment of the sum of Four Thousand Six Hundred Fifty and no DOLLARS,  
~~the receipt of which is hereby acknowledged~~ do by these presents, grant, bargain, sell and convey unto  
said party of the second part, his heirs and assigns, all the following described Real Estate,  
situated in Douglas County, and State of Kansas to wit:

Lots 23, 25, 27 and 29 in Block 13; and Lots 31, 33 and 35 in  
Block 2, on Bridge Street, North Lawrence

also,

Lots 37 and 39 in Block 2, on BRIDGE Street,  
North Lawrence.

This is a purchase money mortgage.  
Said parties of the first part do hereby covenant and agree that at the delivery of this instrument  
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 (none)  
and that will warrant and defend the same against all  
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any pen-  
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee  
in the sum of (none) DOLLARS  
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said  
parties of the first part

have this day executed and delivered certain promissory note in writing to said party  
of the second part, of which the following are copies:  
November 1, 1957

ONE YEAR after date I promise to pay to the order of HOWARD F. LANDEENE, Fifteen  
Hundred and no/100 Dollars, payable at 517 North Kansas, Topeka, Kansas, with interest  
at the rate of 10% per annum from date until paid, right given to pay at anytime before  
due date. Interest payable at due date or earlier if principal is paid before due date.  
/s/ JOHN B. YOUNG

\$3150.00

November 1, 1957

AT THE RATE OF \$315.00 annually, after date I promise to pay to the order of HOWARD  
F. LANDEENE, Thirty One Hundred Fifty and no/100 Dollars, Payable at 517 North Kansas,  
Topeka, Kansas. No interest shall be due on regular payments, But if default is made in  
any payment, then interest at 10% per annum shall be charged after default in any payment.  
Payor shall have the right to pay all or any portion of the above at anytime, and if  
lease to a responsible person is made (satisfactory to payee) and payments under said  
lease assigned to payee, same may be substituted in payment of this note.

/s/ JOHN B. YOUNG

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part,  
his heirs or assigns, said sum of money in the above described note<sup>s</sup> mentioned, together  
with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly dis-  
charged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or  
any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of  
every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid  
when the same are by law made due and payable, or if insurance premiums are not paid when due, then the  
whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the  
option of the holder hereof, and said party of the second part shall be entitled to the possession of said  
premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their  
hands the day and year first above written.

John B. Young  
Jeanne W. Young