

MORTGAGE

16-2-T.W.

65836

BOOK 118

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 1st day of June A. D. 1958
 between ROSCOE D. SWEENEY and IDA MAE SWEENEY, his wife,
 of Douglas County, in the State of Kansas, of the first part
 and NATIONAL RESERVE LIFE INSURANCE COMPANY, a corporation,
 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
 TWENTY FOUR THOUSAND ----- and ^{no} ₁₀₀ DOLLARS,
 the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto
 successors or
 said party of the second part, its/ ~~successors~~ assigns, all the following described Real Estate,
 situated in Douglas County, and State of Kansas, to wit:

Lots numbered 11, 12 and 13 in West Manor in Given Court, an Addition
 to the City of Lawrence, and

Lots numbered 87 and 89 on Indiana Street in Block 18 in West Lawrence,
 in the City of Lawrence.

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 easements and
 restrictions of record, and that they 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 not less than the unpaid balance due upon the note hereinafter ~~set forth~~ ^{set forth}
 in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Roscoe D. Sweeney and Ida Mae Sweeney, his wife,

have this day executed and delivered their certain promissory note in writing to said party
 of the second part, ~~as witness the following~~ a copy of which is attached
 hereto, marked "Exhibit A" and by reference made a part hereof.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part,
 its successors ~~or assigns~~ or assigns, said sum of money in the above described note 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
 hand the day and year first above written.

Roscoe D. Sweeney
 Roscoe D. Sweeney

Ida Mae Sweeney
 Ida Mae Sweeney

ATTEST: BY ME, CLERK OF THE COURT