

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 11th day of Dec, A. D. 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Martin J. Bailey and Caroline L. Bailey, his wife who are personally

known to me to be the same person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.



IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.
E. C. Place Notary Public
June 18, 1963

Recorded December 11, 1959 at 2:50 P.M.

Harold A. Beck Register of Deeds

Reg. No. 15,666
Fee Paid \$33.75

72189 BOOK 12h

MORTGAGE

THIS INDENTURE, Made this 11th day of December, 1959 between Donald Keith Alderson and Betty Whitney Alderson, husband and wife of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.
WITNESSETH, that the said part 108 of the first part, in consideration of the loan of the sum of Thirteen thousand five hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he VS sold and by this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, its successors and assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot No. Four (4) in Block One (1) in University Terrace, an Addition within the City of Lawrence.

The Mortgagors understand and agree that this is a purchase money mortgage.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

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

And the said parties 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 parties 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 for loss from fire and extended coverage in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties 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 party 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.