

SECURITY ABSTRACT COMPANY, NEWKIRK, OKLAHOMA

73669 BOOK 125

## REAL ESTATE MORTGAGE

THIS MORTGAGE, Made this 16th day of June, 1960, between  
Homer R. Williams and Gail L. Williams, husband and wife,  
 parties of the first part, and Flo G. Faulkner, party of the second part.

WITNESSETH, that for and in consideration of the sum of --- One Thousand & No/100 ---

Dollars, in hand paid,

the said part ies of the first part has ve mortgaged and hereby mortgage to said party of the second part, her heirs  
 and assigns, the following described real estate and premises, situated in KANSAAS  
Douglas County, State of Kansas, to-wit:

Lot Thirteen (13), Block Ten (10), University  
Place Addition to the City of Lawrence, Kansas.

Subject to prior mortgage to Capitol Federal  
Savings & Loan Association of Topeka, Kansas.

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of --- One Thousand & No/100 --- Dollars, together with interest at the rate  
 of 7 per cent per annum, payable on due date of principal, according to the terms of one certain promissory  
 note of even date herewith, made to party of the second part, due and payable: At Security Bank, Blackwell,  
 Oklahoma. Due six months after date.

Said part ies of the first part agree to pay all taxes and assessments levied against said premises, the debt secured  
 by this mortgage lien, and the interest thereon, promptly when due, and to pay all sums necessary to protect the title and pos-  
 session of said premises, and to keep all improvements in good repair, and to keep the insurable improvements on said real  
 estate insured against damage by fire, wind, or cyclone, in some company acceptable to said second party, for not less than  
sufficient to cover both mortgages,  
with loss, if any, payable to the mortgagee, as his interest may appear, and such policy shall be held by  
the mortgagee, and in case of a violation of any of the provisions hereof, the mortgagee, her heirs or assigns, may pay  
all such sums and the amount so paid shall be a lien on said premises, secured by this mortgage, and included in any judgment  
of foreclosure, as part of the debt hereby secured, with ten per cent interest on same from time of such payment.

And it is further agreed that if default be made in the payment of any part of the indebtedness hereby secured, either  
 principal or interest, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall  
 become due and payable, without notice, shall bear interest at the rate of 10 per cent per annum, and may be foreclosed at the  
 option of the second party, and the above described premises sold in the manner provided by law, and appraisement of said real  
 estate is hereby waived or not at the option of the party of the second part.

~~NOTORIOUSLY KNOWN TO ALL PERSONS THAT THE FOREGOING INSTRUMENT IS A MORTGAGE AND NOT A SALE, AND THAT THE PARTIES HERETO HAVE BEEN ADVISED OF THE NATURE AND EFFECT OF THE FOREGOING INSTRUMENT, AND THAT THEY HAVE VOLUNTARILY ENTERED INTO THE SAME, AND THAT THEY HAVE BEEN ADVISED OF THE NATURE AND EFFECT OF THE FOREGOING INSTRUMENT, AND THAT THEY HAVE VOLUNTARILY ENTERED INTO THE SAME.~~

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

Homer R. Williams  
Gail L. Williams

## ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF KAY, SS:

Be it remembered, that on this 16th day of June, A. D., 1960, before  
 me, a Notary Public in and for said County and State personally appeared  
Homer R. Williams and Gail L. Williams, husband and wife,  
 who are personally known to me and known to me to be the same persons who  
 executed the within and foregoing instrument and such persons duly ack-  
 nowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official  
 seal the day and year above written.

My Commission Expires:

May 3, 1964

James Wilson  
 Notary Public

Recorded June 17, 1960 at 9:30 A.M.

David A. Reed Register of Deeds

For Release See Book 128 Page 193