Reg. No. 16,260
Fee Paid $28.25

MORTGAGE   BOOK 126   74860   (No. 52K)   Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this _First_ day of _February_ 19 59 between

J. A. Tuggle and Jessie Ethel Tuggle, husband and wife,

of _Lawrence_, in the County of _Douglas_ and State of _Kansas_

parties of the first part, and _Penny Construction Company, Incorporated, Lawrence, Kansas_

part y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
ELEVEN THOUSAND TWO HUNDRED FIFTY-TWO & 54/100 — — — — — — — — — — — — — DOLLARS

to _them_ duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by
this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the
following described real estate situated and being in the County of _Douglas_ and State of
Kansas, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, and 10 in Block 4 and Lots
13 to 23, inclusive, in Block 5, all in Northwood
Addition, an addition to the City of Lawrence,
Douglas County, Kansas.

This mortgage being given on the condition that the second party shall
execute and deliver a partial release as to any lot upon the receipt of the principal
indebtedness against such lot as set out in a certain promissory note of even date
herewith and which is secured by this mortgage, plus accrued interest.

This mortgage is second to mortgages to The Capital Federal Savings & Loan
Association covering the above described real estate which are dated January 27, 1959,
filed January 28, 1959 in the office of the Register of Deeds of Douglas County, Kansas,
and bear filing Nos. 68429 and 68430.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,
except as above mentioned

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 part ies 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 becomes 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its
interest. And in the event that said part ies 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 y 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 ELEVEN THOUSAND TWO HUNDRED FIFTY-TWO
& 54/100 — DOLLARS,

according to the terms of _one_ certain written obligation for the payment of said sum of money, executed on the _First_
day of _February_ 19 59, and by its terms made payable to the part y 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 y 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 ies 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 premises 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 y of the second part its successors or assigns to take possession of the said premises and all the improve-
ments 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 y making such sale, on demand, to the first part ies

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 ies of the first part ha ve hereunto set their hand s and seal s the day and year
last above written:

      J. A. Tuggle (SEAL)
      J. A. Tuggle

      Jessie Ethel Tuggle (SEAL)
      Jessie Ethel Tuggle

      (SEAL)

      (SEAL)