

Reg. No. 17,618
Fee Paid \$1.75

First

79172 BOOK 130

MORTGAGE

(No. 49)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 4th day of October 1958between George McKissack, a divorced and single personof Lawrence County, in the State of Kansas of the first part, and
R. D. Cadwellof Douglas County, in the State of Kansas, of the second part:Witnesseth, That the said part y of the first part, in consideration of the sum ofSeven Hundred ----- (\$700.00) ----- DOLLARS.the receipt of which is hereby acknowledged, do as by these presents grant, bargain, sell and convey unto said part y
of the second part, his heirs and assigns, all the following described Real Estate, situated in the County
of Lawrence and State of Kansas, to-wit:Lots 118 and 120 on Florida Street, in Block 32,
in that part of the City of Lawrence, known as
West Lawrence.

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

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

George McKissack has this day executed and delivered
his certain promissory note to said part y of the second part, for the sum ofSeven Hundred ----- DOLLARSbearing even date herewith, payable at Lawrence
Kansas, in equal installments of Sixty DOLLARSeach, the first installment payable on the 4th day of November 1958, the second
installment on the 4th day of December 1958, and one installment on the 4th
days of each month thereafter, until the entire sum is fully paid.Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ none
with interest thereon at the rate of none per cent, payable none annually, now if default shall be made in the payment of the
amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due, and payable according
to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note
secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid
shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from
the time of said payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to
immediate possession of said premises and foreclosure of this mortgage.And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part
thereof, then all unpaid installments shall become immediately due and payable, at the option of the part y of the second part or the
legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid.
Appraisement waived at option of mortgagee.Now if said George McKissackshall pay or cause to be paid to said part y of the second part, his heirs 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 discharged 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; and 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 the insurance is
not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said
part y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.And the said part y of the first part, for him and his heirs, do hereby covenant and with
the said part y of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said
premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances.no exceptionsand that he will, and his heirs, executors and administrators shall, forever warrant and defend the title of the said
premises against the lawful claims and demands of all persons whomsoever.In Witness Whereof, The said part y of the first part has set his hand the day and
year first above written.

ATTEST:

George McKissack
George McKissack