

FORM NO. 1116 CLASS E

Demare Stationery Co., 258 Walnut, Kansas City, Mo.

Kansas Mortgage

80620 BOOK 131

This Mortgage, Made this 6th day of June in the

year of Our Lord One Thousand Nine Hundred Sixty-two
Eugene Westerhouse and Dorothy Westerhouse,
Husband and Wife, RFD Eudora, Kansas

of the County

of Douglas and State of Kansas
Douglas George and Roselyn George, Husband and Wife,
5648 Roeland Drive, Mission, Kansas

part ies of the first part, and
part ies of the second part,
WITNESSETH: THAT SAID PART ies OF THE FIRST PART, for and in consideration of
the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS
to them in hand paid by the said part ies of the second part, the receipt whereof is hereby
acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant,
bargain, sell and convey unto the said part ies of the second part, and to their heirs and
assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the
County of Douglas and State of Kansas, to-wit: Lot No. Two (2), and the
North One-Half (1/2) of Lot Number Three (3), in Block Number One Hundred
Thirty Three (133) in the City of Eudora, Kansas subject to an existing
first mortgage held by the First National Bank of Lawrence, Kansas, recorded
in Book 114 Page 39 which the first parties assume and agree to pay and
in the amount of \$2,443.05 as of May 26, 1962.

This is a Purchase Price Second Mortgage.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto
the said part ies of the second part, and to their heirs and assigns forever, provided always, and this instrument is made,
executed and delivered upon the following conditions, to-wit:

WHEREAS, Eugene and Dorothy Westerhouse,
the said part ies of the first part have, this day made, executed and delivered to the said part ies of the second
part One Promissory Note of even date herewith, by which they promise to pay to the said
Douglas and Roselyn George
received FORTY FIVE HUNDRED AND NO/100 (\$4,500.00) or order, for value
due June 1971 with interest from June 1962 to maturity at the rate of Six (6)
per cent per annum payable semi-annually, as evidenced by semi annual payments on the principal

for the sum of \$ 250.00 each, falling due on the days of Dec. and June in each year, both
principal and interest notes are payable at 5648 Roeland Drive, Mission, Kansas
and bear interest from maturity until paid at the rate of 6 per cent per annum, payable semi-annually.

NOW, If the said Dorothy and Eugene Westerhouse
shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according
to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of
them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole
of said sum and interest shall, at the option of said part ies of the second part or assigns, by virtue of this Mortgage,
immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said
land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and
payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon
forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part ies of the second part,
their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note,
and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by
law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said
premises of said part ies of the first part, their heirs and assigns, and all persons claiming under them, at which
sale, appraisal of said property is hereby waived by said part ies of the first part, and all benefits of the Homestead,
Exemption and Stay Laws of the State of Kansas are hereby waived by said part ies of the first part. And the said
part ies of the first part shall and will at their own expense from the date of the execution of this Mortgage until said
note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and
to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas,
to the amount of Ten Thousand and no/100 Dollars, for the benefit of the said part ies of the
second part or his assigns; and in default thereof said part ies of the second part may at his option effect such insurance
in their own name, and the premiums or premiums, costs, charges and expenses for effecting the same shall be an
additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of
which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part ies of the first part do hereby covenant and agree that at the delivery hereof said
Eugene and Dorothy Westerhouse 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 incumbrance and that they
will Warrant and Defend the same in the quiet and peaceable possession of said part ies of the second part their
heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands the day and
year first above written.

Executed and delivered in presence of

Eugene Westerhouse
Eugene Westerhouse
Dorothy Westerhouse
Dorothy Westerhouse, his wife