

Reg. No. 18,206
Fee Paid \$3.75

82330 BOOK 132

M O R T G A G E

This Indenture, made this 16th day of October, 1962, between Allen Dale King and Vivian M. King, his wife, and Herbert Arthur Cole and Joyce Cole, his wife, of the first part and Hilmar C. Stuart and Julia E. Stuart, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of fifteen hundred dollars (\$1,500.00), to first parties duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part and their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows to-wit:

Lot Two (2), Block Four (4), in Lane
Place, City of Lawrence,

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

And the said first parties do hereby covenant and agree that at the delivery hereof the second parties 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 encumbrances except a certain mortgage to the Lawrence National Bank of Lawrence, Kansas in the amount of \$ 3,800.00 and recorded October 17th, 1962, in Book 132 of Mortgages, Pages 268.

This grant is intended as a mortgage to secure the payment of the sum of \$1,500.00 according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable and it shall be lawful for the said parties of the second part, their executors, administrators and assigns, at anytime thereafter, to sell the premises herein granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising