

MORTGAGE 85451 BOOK 135

310-2

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
(COPYRIGHT MATTER)THIS INDENTURE, Made this 27th day of September, A. D. 19 63,
between Orvel E. Beer and Luejutta Beer, husband and wife,of Douglas County, in the State of Kansas, of the first part,
and Hird Incorporated, a Kansas Corporation,
of Douglas County, in the State of Kansas, of the second part:WITNESSETH, That said parties of the first part, in consideration of the sum of Three Thousand Two Hundred Sixty-six and 04/100 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, its successors, assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Beginning at a point 3.0 feet West of the Southwest corner of Lot 26, Block 4, Holiday Hills Addition and on the front line of Block 4, thence Easterly along the front line of Block 4, 35.0 feet to a point 14.0 feet East of the Southeast corner of Lot 26 and on the front line of Block 4, thence Northwesterly to a point 14.0 feet East of the Northeast Corner of Lot 26 and on the rear lot line of Block 4, thence Southwesterly 71.0 feet to a point 11.0 feet East of the Northwest corner of Lot 26 and on the rear lot line of Block 4, thence Southeasterly 116.97 feet to the point of beginning, all in the Holiday Hills, an Addition to the City of Lawrence, Douglas County, Kansas.

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 Orvel E. Beer and Luejutta Beer, husband and wife,
have this day executed and delivered one certain promissory note in writing to said party of the second part, ~~in which the following~~ to wit:

This mortgage is subject to a first mortgage on said real property in favor of Capital Federal Savings and Loan Association.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors, ~~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, or 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, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

Orvel E. Beer

Luejutta Beer