

MORTGAGE

BOOK 137 88261
16-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this eighteenth day of June

A. D. 19 64

between J. A. Wright

of Douglas County, in the State of Kansas

, of the first part

and Duane E. Duncan

of Wyandotte County, in the State of Kansas

, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of

Two thousand (\$2000.00) ----- and no DOLLARS,

the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas

to wit:

Beginning 48 rods North of the Southeast Corner of the Northeast Quarter of Section 30, Township 12, Range 20 E, thence West 20 rods, thence North 32 rods, thence East 20 rods, thence South 32 rods to the place of beginning, in Addition Six, North Lawrence, Kansas.

Beginning 40 rods North of the Southeast Corner of the Northeast Quarter, Section 30, Township 12, Range 20 E, Addition 6, thence North 8 rods, thence West 20 rods, thence South 8 rods, thence East 20 rods to beginning, in North Lawrence, Kansas.

Said party of the first part does hereby covenant and agree that at the delivery of this instrument that he is 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 (no exceptions) and that he will warrant and defend the same against all claims whatsoever.

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

Said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of two thousand (\$2000.00) DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said J. A. Wright, party of the first part,

has this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is a copy:

\$2000.00

June 18, 1964

One year after date I promise to pay to the order of Duane E. Duncan, two thousand (\$2000.00) dollars at Lawrence, Kansas. Value received with interest at 7 per cent per annum, interest to be paid semi-annually.
Due June 18, 1965 (signed) J. A. Wright

NOW, If said party of the first part shall pay or cause to be paid to said party 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, 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, or if insurance premiums are not paid when due, 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 party of the first part has hereunto set his hand on the day and year first above written.

J. A. Wright
J. A. Wright