

89791 BOOK 139

MORTGAGE

14-3-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 2nd day of September A. D. 19 64
between Thomas J. Munger, Jr. and N. Virginia Munger, his wife
of Douglas County, in the State of Kansas, of the first part
and Mary A. St. John
of Cloud County, in the State of Kansas, of the second part:

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

--- Forty-two Thousand --- and no DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, her heirs and assigns, all the following described Real Estate,
situated in Douglas County, and State of Kansas to wit:

The South Fifty (50) feet of Lot Five (5), all of Lot
Eight (8), and the South Twenty-five (25) feet of Lot
Nine (9), all in Block Six (6), in Babcock's Addition
to the City of Lawrence, Douglas County, Kansas.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument
they are 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 none
and that they 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 agree to pay all taxes assessed on said premises before any pen-
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
in the sum of Fifty Thousand --- DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
Parties of the First-Part

have this day executed and delivered a certain promissory note in writing to said party
of the second part, of which the following --- cop ---:

That such note is in the principal sum of \$42,000.00 and is
payable in semi-annual principal installments of \$1400.00
commencing on March 1, 1965 and continuing each six months
thereafter until the entire indebtedness, together with
interest at the rate of 5½% per annum upon the unpaid prin-
cipal is fully paid.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part,
her 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 dis-
charged 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 parties of the first part have hereunto set their
hand the day and year first above written.

Thomas J. Munger, Jr.
Thomas J. Munger, Jr.

N. Virginia Munger
N. Virginia Munger