

MORTGAGE

90198

BOOK 139

183-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 17th day of December A. D. 1964
 between Lester L. and Genevieve June Henry, husband and wife,
 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 parties of the first part, in consideration of the sum of One thousand
 (\$1000.00) 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, his heirs and assigns, all the following described Real Estate,
 situated in Douglas County, and State of Kansas to wit:
 Lot Four (4) in Block Sixteen (16) in that part of the City of
 Lawrence formerly known as North Lawrence.

Said part 1st of the first part do hereby covenant and agree that at the delivery of this instrument
 they 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 incumbrances except (no exceptions)
 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 parties 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 One thousand dollars 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 part
 of the second part, of which the following is a copy:

\$ 1000.00

December 17, 1964

One year after date we promise to pay to the order of Duane E.
 Duncan

One thousand dollars at Lawrence, Kansas

Value received with interest at 8 per cent per annum, payable
 semi-annually.

Due December 17, 1965

Signed: Lester L. Henry
 Genevieve June Henry

NOW, If said part 1st 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 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
 hands the day and year first above written.

Lester L. Henry
 Lester L. Henry
Genevieve June Henry
 Genevieve June Henry