

MORTGAGE

2394 BOOK 111

(No. 528)

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This Indenture, Made this 10th day of August, 1965 betweenPaul J. Anderson, a single man,of Lawrence, in the County of Douglas and State of Kansas
party of the first part, and Harry L. Murphy and/or Nina Ruth Murphy, or the survivor of
them, party of the second part.Witnesseth, that the said party of the first part, in consideration of the sum of
Thirty-seven Hundred (\$3,700.00) DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by
this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:Lot One Hundred Fifty-four (154) on Maine Street in Block Fifty-six (56) in that
part of the City of Lawrence, Kansas, known as West Lawrence;(Also known as 616 Maine Street, Lawrence, Kansas.)It is understood and agreed that if the taxes on said real estate are increased to
more than \$120.00 that the payments of \$65.00 per month on the promissory note secured
by this mortgage shall be proportionately increased; and if the insurance premiums on
the improvements on said real estate are increased to more than \$5.00 per month that
the payments of \$65.00 per month on the promissory note secured by this mortgage shall
be proportionately increased to eliminate any such deficiency in the reserves for taxes
and insurance.

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof 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.

and that he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this Indenture, pay all taxes
and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that he will
keep the buildings upon said real estate insured against fire and tornado in high sum and by such insurance company as shall be specified and
directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of their
interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep
said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount
so paid shall become a part of the indebtedness secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment
until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-seven Hundred (\$3,700.00) DOLLARS.according to the terms of ORD. certain written obligation for the payment of said sum of money, executed on the 10th
day of AUGUST, 1965 and by its terms made payable to the party of the second
part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the
said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided. In the event
that said party of the first part shall fail to pay the same as provided in this Indenture.And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.
If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real
estate are not kept in as good repair as they are now, or if the insurance is not kept up, as provided herein, or if the buildings on said
real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute
and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for
the said party of the second part to take possession of the said premises and all the improve-
ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,
shall be paid to the party of the second part making such sale, on demand, to the first party.It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all
benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
assigns and successors of the respective parties hereto.In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year
last above written.Paul J. Anderson
Paul J. Anderson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

My Commission Expires May 5, 1969

ATTEST:

Luc Neustetter
Recorder of DeedsI, Lucille E. Allron, Clerk of the District Court, Douglas County, Kans.
do hereby certify that a judgment of foreclosure on the mortgage
herein recorded was made by said District Court on October 6
19 73 and that the same is duly recorded in journal 7
at page 177 of volume 19 73 day of 10 1973Lucille E. Allron Clerk of the District Court
by Edwina Abbott deputy