

FORM NO. 1116 CLASS E

DEMARE STATIONERY CO., 209 Walnut, Kansas City, Mo.

Kansas Mortgage

8947

BOOK 146

This Mortgage, Made this 9th day of June in the

year of Our Lord One Thousand Nine Hundred Sixty-seven by and between

Charles A. Mills and Janet I. Mills, his wife of the County

of Douglas and State of Kansas parties of the first part, and
 Murl Dunn Phillips and her husband, Oliver Gooch Phillips, and J. Bruce
 Dunn and his wife, Theresa Benzick Dunn, parties of the second part,
 WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of
 the sum of SIX THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS,
 to them in hand paid by the said parties of the second part, the receipt whereof is hereby
 acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant,
 bargain, sell and convey unto the said parties of the second part, and to their heirs and
 assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the
 County of Douglas and State of Kansas, to-wit:

Beginning at a point in Locust Street in North Lawrence, 20 rods South
 and 39 rods 6½ feet East of the North West corner of the North West
 Quarter of the South West fractional Quarter of Section Twenty Nine (29),
 Township Twelve (12) Range Twenty (20), thence West 120 feet, thence
 North 10 rods, thence East 120 feet, thence South 10 rods to the place
 of beginning, all in that part of the City of Lawrence formerly known as
 North Lawrence.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto
 the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made,
 executed and delivered upon the following conditions, to-wit:

WHEREAS, Charles A. Mills and Janet I. Mills, his wife
 the said parties of the first part have this day made, executed and delivered to the said parties of the second
 part their Promissory Note of even date herewith, by which they promise to pay to the said
 parties of the second part

received SIX THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS,
 due 19 with interest from date to maturity at the rate of 6

per cent per annum payable semi-annually, as evidenced by their promissory note, a copy of which is
 attach hereto:
 for the sum of \$ each, falling due on the days of and in each year, both
 principal and interest notes are payable at
 and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, If the said Charles A. Mills and Janet I. Mills, his wife
 shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according
 to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of
 them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole
 of said sum and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage,
 immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said
 land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and
 payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon
 forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part,

their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note
 and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by
 law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said
 premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which
 sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead,
 Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said
 parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said
 note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and
 to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas,
 to the amount of insurable amount Dollars, for the benefit of the said parties of the

second part or his assigns; and in default thereof said parties of the second part may at his option effect such insurance
 in their one name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an
 additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of
 which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said
 parties of the second part 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 they
 will Warrant and Defend the same in the quiet and peaceable possession of said parties of the second part their
 heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

Executed and delivered in presence of

Charles A. Mills
 Charles A. Mills

Janet I. Mills
 Janet I. Mills