

MORTGAGE

15437

BOOK 152

(No. 52A)

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This Indenture,

Made this 27th day of November

A. D. 1968, between Clark E. Brubaker and Catherine A. Brubaker, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Interstate Securities Company No. 2, Inc. a Kansas Corporation

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty eight hundred seventy seven and 06/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part 1st of the second part its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at a point 40 feet South of the center of Quincy (now 11th) street and 100 feet East of the Northwest Corner of the Northeast Quarter (1/4) of Block three (3) in Earls Addition to the City of Lawrence; thence East 50 feet; thence South 130 feet; thence West 50 feet; thence North 130 feet to point of beginning in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Clark E. Brubaker and Catherine A. Brubaker

do hereby covenant and agree that at the delivery hereof 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.

This grant is intended as a mortgage to secure the payment of Thirty five hundred sixty seven & 80/100 Dollars, according to the terms of certain Promissory note this day executed and delivered by the said Clark E. Brubaker and Catherine A. Brubaker to the said part 1st of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 1st of the second part its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1st making such sale, on demand to said parties of the second part, their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Clark E. Brubaker (SEAL)

Clark E. Brubaker (SEAL)

Catherine A. Brubaker (SEAL)

Catherine A. Brubaker (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 27th day of November A. D. 1968

before me, Lawrence C. Mills a Notary Public

in and for said County and State, came Clark E. Brubaker and Catherine A. Brubaker

to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires July 22, 1971

Lawrence C. Mills Notary Public



Recorded December 2, 1968 at 8:45 A. M.

Janice B. Register of Deeds