

349

Reg. No. 3,580
Fee Paid \$125.00

MORTGAGE

16-2-T. W.

Hall Litho. Co., Inc., Topeka

THIS INDENTURE, Made this BOOK 152 15798
15th day of December

A. D. 19 68

between Dale B. Sharp and Margaret L. Sharp (husband and wife)
of Shawnee County, in the State of Kansas, of the first part
and Dale Sharp, Inc. Employees' Profit Sharing Plan & Trust
of Shawnee County, in the State of Kansas, of the second part:

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

---FIFTY THOUSAND-----and no DOLLARS,
100

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, its successors ~~here~~ and assigns, all the following described Real Estate,
situated in Shawnee County, and State of Kansas to wit:

Lot five (5) and the East 33 feet of Lot four (4) in Block
twelve (12) in Lane's Second Addition, an 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 owners of the premises above granted, and seized of a good
and indefeasible estate of inheritance therein, free and clear of all incumbrances except easements and
restrictions of record 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 NONE DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

DALE B. SHARP and MARGARET L. SHARP
have this day executed and delivered their certain promissory note in writing to said party
of the second part, of which the following is a copy:

COPY ATTACHED

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part,
its successors ~~here~~ 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.

Dale B. Sharp
DALE B. SHARP

Margaret L. Sharp
MARGARET L. SHARP