

MORTGAGE

(No. 52A)

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BOOK 156

THIS INDENTURE Made this 2nd day of January
 A.D. 19 70 between Eugene L. Hardtarfer and Florence L. Hardtarfer,
 husband and wife

of Lawrence, in the County of Douglas and State of Kansas
 of the first part, and Gleason C. Gregory and H. Maxine Gregory, husband and wife,
 as joint tenants with right of survivorship and not as tenants in common,
 parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
 Nineteen Thousand Four Hundred Eighty-One and 50/100 (19,481.50) 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 parties of the second part their 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:

Lot Nine (9), Block Two (2), University Field Addition, an Addition
 to the City of Lawrence, commonly known as 1728 West 20th Street,
 and

Lot Ten (10), Block D, Lawrence Heights Addition to the City of
 Lawrence, commonly known as 802 Lawrence Avenue,

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

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 indefensible estate of inheritance therein, free and clear of all
 incumbrances except a mortgage of record on each property to Capitol Federal
 Savings and Loan Association, Lawrence, Kansas;

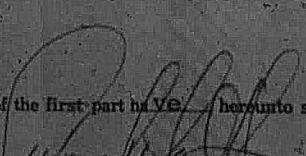
This grant is intended as a mortgage to secure the payment of Nineteen Thousand Four Hundred Eighty-
 One and 50/100 Dollars, according to the terms of 1 certain promissory note this day executed and delivered by the
 said parties of the first part to the
 said parties of the second part, one such note in the sum of \$19,481.50 representing
 principal.

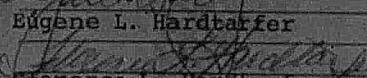
and this conveyance shall be void if such payments be made
 as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if
 the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due
 and payable, and it shall be lawful for the said parties of the second part their 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 party making
 such sale, on demand to said parties of the first part.

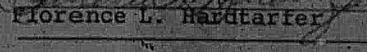
their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their
 hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

 (SEAL)
 Eugene L. Hardtarfer

 (SEAL)
 Florence L. Hardtarfer

 (SEAL)
 Linda L. Harding

STATE OF KANSAS,
 DOUGLAS County

BE IT REMEMBERED, That on this 2nd day of January A.D. 19 70

before me, the undersigned a Notary Public

in and for said County and State, came Eugene L. Hardtarfer and
 Florence L. Hardtarfer, husband and wife

to me personally known to be the same person 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 August 21 1973 Linda L. Harding Notary Public