

MORTGAGE

BOOK 162

16-2-T. W.

26382

Hall Litho. Co., Inc., Topeka

THIS INDENTURE, Made this 7th day of August A. D. 19 71
between Clifford F. Howe and Thelma J. Howe, his wife
of Douglas County, in the State of Kansas, parties, of the first part
and William B. Morgan and Glenola A. Morgan, his wife
of Douglas County, in the State of Kansas parties, of the second part:
WITNESSETH, That said parties of the first part, in consideration of the sum of (\$5,000.00)
Five thousand ----- and ^{no} ₁₀₀ DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said parties of the second part, their heirs and assigns, all the following described Real Estate,
situated in Douglas County, and State of Kansas to wit:
Lot nine (9) in Block thirteen (13) in University Place Addition and a
tract described as beginning at the southwest corner of Lot nine (9) thence
south twenty-(20) feet, thence east one hundred thirty-two (132) feet,
thence north twenty (20) feet, thence west one hundred thirty-two (132)
feet to the place of beginning, in Block thirteen (13) University Place
Addition to the City of Lawrence,

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument
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 except
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 Five thousand & no/100 ----- DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
Clifford F. Howe and Thelma J. Howe, his wife

have this day executed and delivered one certain promissory note in writing to said parties
of the second part, of which the following ----- cop- :

NOW, if said parties of the first part shall pay or cause to be paid to said parties of the second part,
their heirs 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 parties 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.

Clifford F. Howe
CLIFFORD F. HOWE
Thelma J. Howe
THELMA J. HOWE

ATT. REV. 9-54
40544 5M 4-61

STATE OF KANSAS, Douglas COUNTY, ss.
BE IT REMEMBERED, That on this seventh day of August A. D. 1971 before me,
the undersigned, a Notary Public in and for the County and State
aforesaid, came Clifford F. Howe and Thelma J. Howe
who are personally known to me to be the same person as who executed the within instrument of writ-
ing, and such persons duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial
seal, the day and year last above written.
Term expires September 4, 1974
O. Warren Mitchell Notary Public.

ASSIGNMENT

Recorded August 16, 1971 at 9:27 A.M.

James Beaman Register of Deeds