

All of Lot Twelve (12) in Block Twenty Five (25) in Sinclair's Addition to the City of Lawrence as per plat of said Addition now on file in the Recorder's office at Lawrence, Kans.

Also Eleven pieces of furniture owned by the first parties and located in the above described premises which is rented together with the above described property.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, to the party of the Second Part, and to his successor or successors in this Trust, and to him and his grantees and assigns, FOREVER. IN TRUST, HOWEVER, for the following purposes:

WHEREAS, The said parties of the First Part, in and by Their certain Bond or writing obligatory, under Their hand and seal, duly executed, bearing even date herewith, stand bound unto the said Association, party of the Third Part, in the sum of One Thousand and no/100 Dollars, lawful money of the United States of America, loaned by said Association to said parties of the First Part, on 5 shares of stock owned by Them in Series "P" in said Association being at the rate of Two Hundred Dollars on each share; conditioned that the said parties of the First Part Their heirs, executors, or administrators shall and do well and truly pay or cause to be paid unto the said Association, its secretary, attorney, successor, or assigns, in lawful money, the interest to accrue on said sum of One Thousand Dollars, at the rate of six per cent per annum, payable on the second Tuesday of each and every month hereafter, and shall also well and truly pay or cause to be paid unto the said Association, its successors or assigns, the sum of Twelve and 50/100 Dollars on the said second Tuesday of each and every month hereafter, as and for the monthly contribution on 5 shares of the capital stock of said Association, now owned by the said First Parties until the value of said stock shall be sufficient to divide to each and every share thereof the sum of Two Hundred Dollars, and fully indemnify and save said Association from all losses by reason of said loan according to the By-Laws, Rules and Regulations that are or may be made by the said Association; and also that They will promptly pay all taxes, of whatever nature, lawfully levied or assessed upon the real estate described in this Deed, within the time limited by law for the payment thereof to the proper collecting officers; and also that They will keep the buildings upon said real estate, as herein described, constantly insured in some responsible insurance company, to be approved by the Directors of said Association, in the sum of not less than \$1000.00 Dollars, and the policy of such insurance duly assigned to said Association, and also shall keep said premises free from statutory lien claims of every kind; which Bond contains an express covenant and agreement on the part of said party of the First Part to and with said Association, that if at any time default shall be made in the payment of said interest on the said sum of One Thousand Dollars, or the monthly contributions or dues on said stock, and the same shall remain unpaid for the space of Three months after any payment thereof shall fall due, then and in such case the whole principal debt aforesaid shall, at the option of said Association, their successors or assigns, immediately thereupon become due or payable, and recoverable, and payment of said principal sum, and all interest thereon, as well as any contribution on said 5 shares of stock then due, may be enforced and recovered by sale under said Deed of Trust or other legal proceeding, as provided by law.

AND ALSO, that if said tax or any tax or taxes whatsoever, lawfully levied or assessed upon said real estate remain delinquent for six months after the first day of January of each year, or if the said First Parties shall fail or neglect to keep said buildings constantly insured and the policy of insurance duly assigned to said Association, or said premises free of statutory liens, then the said Association may, at its option, proceed to recover the whole amount due under the provisions of the said Bond; or the said Association may redeem said real estate from sale for taxes, or cause said buildings to be insured for the amount above specified, or satisfy said liens; and the amount of taxes so paid, and the amount of the premium paid for said insurance, and to satisfy said liens, by said Association, shall be added to and regarded as a part of the amount secured by said Bond and this Deed of Trust, and that the same shall bear interest at the rate of eight per cent per annum until repayment thereof to said Association.

AND ALSO, that said parties of the First Part shall pay all necessary and proper costs and expenses, of whatever nature, incurred in and about the execution of this Trust, including a reasonable attorney's fee in case of sale or other legal proceeding thereunder.

NOW, THEREFORE, If the said parties of the First Part shall fully and faithfully fulfill, keep and comply with the conditions, provisions and agreements contained in said Bond according to the true tenor thereof, THEN THIS DEED SHALL BE VOID and the property hereinbefore conveyed shall be released at the cost of the said First Parties. But should the said parties of the First Part fail or refuse to so fulfill, keep or comply with such conditions, provision, and agreements, THEN THIS DEED SHALL BE AND REMAIN IN FULL FORCE.

And the said party of the Second Part, or in case of his absence, death, refusal to act, or disability in any wise, the (then) acting sheriff of Douglas County, Kansas at the request of the said Association, its successors or assigns, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the Court House door in the City of Lawrence, Douglas County, Kansas, for cash, first giving twenty days' public notice of the time, terms and place of sale and of the property to be sold, by advertisement in some newspaper printed and published in the City of Lawrence, Kans. and upon such sale shall execute and deliver a Deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recital by the said Trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money, and the execution of the Deed to the purchaser, shall be received as prima facie evidence of such fact; and such Trustee shall, out of the proceeds of such sale, pay, first, the cost and expenses of executing this Trust, including legal compensation to the Trustee for his services; and next he shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the First Part, or Their legal representative.

And the said party of the Second Part covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

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

Signed, Sealed, and delivered in the presence of us:

Walter E. Wilson (SEAL)
Thelma L. Wilson (SEAL)

STATE OF MISSOURI)
County of Jackson) SS.

On this 19th day of April, 1933, 192-- before me personally appeared Walter E. Wilson and Thelma

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created is hereby released.

As witness my hand this 28 day of July, A. D. 1942

Attest:

Notary Public for Kansas
by Wm. G. Baker
(C. G. Seal)

Recorded November 7, 1942

Wm. G. Baker
Notary Public for Kansas