

M O R T G A G E

THIS MORTGAGE, made this 7th day of July, A.D., 1937, by and between EDWIN M. PAXTON and ESTHER PAXTON, his wife, of the County of Douglas and State of Kansas, parties of the first part, and JUSTIN D. BOWERSOCK, of the County of Jackson and State of Missouri, as Trustee under the Last Will and Testament of Mary G. Bowersock, deceased, late of Douglas County, Kansas, party of the second part:

WITNESSETH, that said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate lying and situate in the County of Douglas and State of Kansas, to-wit:

Lots Eight (8) and Nine (9), Block Four (4), Lanes First Addition, an Addition to the City of Lawrence, Kansas.

This mortgage is given as a part of the purchase price of the above described real estate.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always and this instrument is made and delivered upon the following conditions, to-wit:

WHEREAS, the said parties of the first part have this day made, executed and delivered to said party of the second part their certain promissory notes, in writing, aggregating the principal sum of Three Thousand (\$3,000) Dollars, of which the following are true copies:

This Note is Secured by First mortgage on Lots 8 and 9, Block 4, Lanes First Addition, an Addition to the City of Lawrence, Kansas.

\$300.00

July 7 1937

On or before July 1, 1938, after date we promise to pay to Justin D. Bowersock, Trustee under the Last Will and Testament of Mary G. Bowersock, deceased, or order Three Hundred (\$300.00) - Dollars at Lawrence National Bank, Lawrence, Kansas. For value received, with interest thereon at 5 per cent per annum from date until paid, interest payable semi-annually. Privilege of paying \$100.00 or any multiple thereof at any interest paying date is retained.

EDWIN M. PAXTON
ESTHER PAXTON

No. 1 Due July 1, 1938.

This Note is Secured by First mortgage on Lots 8 and 9, Block 4, Lanes First Addition, an Addition to the City of Lawrence, Kansas.

\$300.00

July 7 1937

On or before July 1, 1939, after date we promise to pay to Justin D. Bowersock, Trustee under the Last Will and Testament of Mary G. Bowersock, deceased, or order Three Hundred (\$300.00) - Dollars at Lawrence National Bank, Lawrence, Kansas. For value received, with interest thereon at 5 per cent per annum from date until paid, interest payable semi-annually. Privilege of paying \$100.00 or any multiple thereof at any interest paying date is retained.

EDWIN M. PAXTON
ESTHER PAXTON

No. 2 Due July 1, 1939.

This Note is Secured by First mortgage on Lots 8 and 9, Block 4, Lanes First Addition, an Addition to the City of Lawrence, Kansas.

\$300.00

July 7, 1937

On or before July 1, 1940, after date we promise to pay to Justin D. Bowersock, Trustee under the Last Will and Testament of Mary G. Bowersock, deceased, or order Three Hundred (\$300.00) - Dollars at Lawrence National Bank, Lawrence, Kansas. For value received, with interest thereon at 5 per cent per annum from date until paid, interest payable semi-annually. Privilege of paying \$100.00 or any multiple thereof at any interest paying date is retained.

EDWIN M. PAXTON
ESTHER PAXTON

No. 3 Due July 1, 1940.

This note is Secured by First mortgage on Lots 8 and 9, Block 4, Lanes First Addition, an Addition to the City of Lawrence, Kansas.

\$300.00

July 7, 1937

On or before July 1, 1941, after date we promise to pay to Justin D. Bowersock, Trustee under the Last Will and Testament of Mary G. Bowersock, deceased, or order Three Hundred (\$300.00) - Dollars at Lawrence National Bank, Lawrence, Kansas. For value received, with interest thereon at 5 per cent per annum from date until paid, interest payable semi-annually. Privilege of paying \$100.00 or any multiple thereof at any interest paying date is retained.

EDWIN M. PAXTON
ESTHER PAXTON

No. 4 Due July 1, 1941.

This Note is Secured by First mortgage on Lots 8 and 9, Block 4, Lanes First Addition, an Addition to the City of Lawrence, Kansas.

\$1800.00

July 7, 1937

On or before July 1, 1942, after date we promise to pay to Justin D. Bowersock, Trustee under the Last Will and Testament of Mary G. Bowersock, deceased, or order Eighteen Hundred (\$1800.00) Dollars at Lawrence National Bank, Lawrence, Kansas. For value received, with interest thereon at 5 per cent per annum from date until paid, interest payable semi-annually. Privilege of paying \$100.00 or any multiple thereof at any interest paying date is retained.

EDWIN M. PAXTON
ESTHER PAXTON

No. 5 Due July 1, 1942

NOW, if the said parties of the first part shall well and truly pay, or cause to be paid, the sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then those presents shall be null and void. But if said sums of money or any of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the

Received of Edwin M. Paxton and Esther Paxton, the within named mortgagors, the sum of \$3,000.00, in full satisfaction of the within mortgage. Justin D. Bowersock, Trustee under the Last Will and Testament of Mary G. Bowersock, deceased.

This release was written on the original mortgage and filed July 11, 1942.

Harold G. Black