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of the second part and Margaret Mae Messer, his wife, by deeds of even date with these presents, which is given to secure the payment of part of the purchase money of the said premises.

PROVIDED ALWAYS, And these presents are upon this expressed condition, that whereas said parties of the first part have this day executed and delivered their certain Mortgage Note, in writing, to said party of the second part of which the following is a copy:

Principal Sum \$11,000.00

Lawrence, Kansas
October 15, 1946

MORTGAGE NOTE

For value received we promise to pay to the order of Noble D. Messer, Eleven Thousand and no/100 Dollars, lawful money of the United States, in five years after the date hereof, with interest thereon, at the rate of 4% per annum, payable semi-annually from October 15, 1946, on the unpaid principal. We promise and agree to pay 2½% on the principal amount of said note each six months from October 15, 1946. Said principal payments of 2½% shall be computed and paid semi-annually on the unpaid principal and said interest payments of 4% per annum shall be computed and paid semi-annually six months from the date hereof, October 15, 1946. This note is secured by a mortgage of even date herewith, on real estate situated at Pleasant Grove, Douglas County, Kansas. The makers of this note reserve the right to pay the principal sum due on this note or any part thereof, in excess of the principal payments heretofore stipulated, at any time.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described mortgage note, together with interest thereon according to the terms and tenor of the same, then these presents shall be held discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereon, or any interest thereon, is not paid when the same is due and if the taxes or assessments or any and every nature which will 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, then the holder of said sum and sums and the interests thereon, shall and by these presents