

MORTGAGE

38520 BOOK 93

J. E. Eby, Notary Public, Lawrence, Kansas

This Indenture, Made this 28th day of August, A.D. 1957, in the
year of our Lord one thousand nine hundred and forty-seven, between
Martin E. Kelly and Agnes S. Kelly, husband and wife,

of Lawrence, in the County of Douglas, and State of Kansas,
part of the first part, and the Lawrence Building and Loan Association
part of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Twenty two hundred and ninety DOLLARS,

duly paid, the receipt of which is hereby acknowledged, have sold and by this indenture
do grant, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described
real estate situated and being in the County of Douglas and State of Kansas, to wit:

Beginning at the southeast corner of the northwest quarter of a block
Three (3) of Earl's addition to the City of Lawrence; thence west
Two hundred and ninety (290) feet thence north sixty (60) feet for the
point of beginning; thence east five hundred and seventeen (117) feet;
thence north fifty-five (55) feet; thence west one hundred and seventeen
(117) feet; thence south fifty-five (55) feet, to point of beginning;

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

And the said party of the first part do hereby covenant and agree that at the delivery hereof, 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,

It is agreed between the parties hereto, that the party of the first part shall, at all times during the life of this indenture, pay all taxes or assessments
that may be levied or assessed upon the real estate herein described, and shall keep the buildings upon and
other improvements thereon clean and ornate in such sum and by such instances Chapman as shall be specified and directed by the party of the second part, the
sum, if any, made payable to the party of the second part to the extent of $\frac{1}{2}$ of the amount due. And in case the said party of the first part, shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part
may pay the same and charge the same against the party of the first part, or, either, and the amount so paid shall become a premium of the indenture, and shall bear
the sum of $\frac{1}{2}$ of the same from the time of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of TWENTY TWO HUNDRED AND NO/100 DOLLARS;

according to the terms of $\frac{1}{2}$ certain written obligation for the payment of said sum of money, executed on the 28th day of
August, 1957, and by $\frac{1}{2}$ terms made payable to the party of the second part, with all interest
accruing thereon according to the terms of said obligation and also of surety any sum or sums of money advanced by the party of the second part,
to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay
the same as provided in the indenture.

And this conveyance shall be void if such payments be made as herein specified; and the obligation contained therein fully discharged. If default be
made in payment or in the performance of any obligation contained therein, or interest thereon, or if the taxes on said real estate are not paid when the same
become due and payable, or if the insurance is not kept and provided hereon as of record, or if the premises herein described are not kept in as good repair as they are
now, or if owner is committed on said premises; then this conveyance shall become absolute and the whole sum advanced together with all the interest
provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable as the option of
the holder hereof, without notice, and it shall be lawful for the said party of the second part, to take possession of
the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing
to the said premises and to receive the same and to pay the same to the holder hereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain
the amount then unpaid of principal and interest, together with the costs of collection, attorney fees, and overhead, of any there be, shall be paid by the
party of the second part, making such sale, on demand, to the first party.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing
therefrom, shall control and govern, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective
parties hereto.

In Witness Whereof, the party of the first part has hereunto subscribed their hands and signatures, and the party of the second part has hereunto
subscribed the day and year last above written.

Martin E. Kelly (SEAL)
Agnes S. Kelly (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS { \$8.



Be It Remembered, That on this 28th day of August, A.D. 1957
before me, a Notary Public in the aforesaid County and State,
came Martin E. Kelly and Agnes S. Kelly, husband
and wife

to me personally known to be the same person, who executed the foregoing instrument 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.

L. E. Eby
Notary Public

September 22, 1947 at 9:00 A. M.

Hazel A. Beck

Register of Deeds

Benton County