

MORTGAGE Standard Form

3343

Book 48

H. J. Parsons, Publisher of Legal Blanks, Lawrence, Kansas

This IndentureMade this 7th day of November
A. D. 1947 between R. Burnett Howard and Virginia L. Howard, husband and wife.of Lawrence in the County of Douglas and State of Kansas
of the first part, and H. E. Eustace and Ethel J. Eustace, husband and wife, as joint
tenants with right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
TWO THOUSAND SEVEN HUNDRED (\$2,700.00) only DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant,
bargain, sell and Mortgage to the said parties of the second part, their heirs and assigns, forever,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:

Lot No. Four (4), in Block No. Two (2), in Cranson's
Subdivision of Block No. Fifteen (15), of Babcock's
Enlarged Addition, an Addition to the City of Lawrence,
in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said R. Burnett Howard and Virginia L. Howard, husband and wife.

do hereby covenant and agree that at the delivery hereof they are the lawful owner of
the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all
incumbrances.

This grant is intended as a mortgage to secure the payment of Two Thousand Seven Hundred (\$2,700.00)
Dollars according to the terms of a certain Promissory Note this day executed and delivered by the
said R. Burnett Howard and Virginia L. Howard, husband and wife to the
said parties of the second part.

and this conveyance shall be void if such payments be made as herein
specified. But if default be made in such payments, of any part thereof, or thereof, of the whole, or if the insurance is not kept up
thereon, then this conveyance shall become absolute and the whole amount shall become due and payable, and it shall be lawful for the
said parties of the second part, their executors, administrators and assigns, at any time thereafter, to sell the premises
hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount
then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid
by the parties of the first part, making such sale, on demand, to said R. Burnett Howard and Virginia L. Howard, husband
and wife, or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

R. Burnett Howard (SEAL)

Virginia L. Howard (SEAL)

STATE OF KANSAS.

DOUGLAS

County,

Be It Remembered, That on this 7th day of November A. D. 1947

before me, Louis S. Parsons, a Notary Public

in and for said County and State, came R. Burnett Howard and Virginia

L. Howard, husband and wife

to me personally known to be the same persons who executed the foregoing instrument of
writing, 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.

My Commission expires January 22

1951

Louis S. Parsons Notary Public

Recorded Nov. 18, 1947 at 11:40 A.M.

Harold A. Beck

Register of Deeds

I, the
and on
March
Attest