

34027 Book 93

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MORTGAGE

This Indenture,

Earl K. Nixon

and Daisy Nixon, his wife

of Lawrence

in the County of Douglas

and State of Kansas

part 103 of the first part, and

The Lawrence National Bank of Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part 102 of the first part, in consideration of the sum of

Six Thousand and no/100

2-DOLLARS

to _____ them

duly paid, the receipt of which is hereby acknowledged, he or she shall be entitled to receive the sum of _____ DOLLARS

do, GRANT, BARGAIN, SELL and MORTGAGE to the said part Y. of the second part, the following described real estate situated and being in the County of Douglas and State of Ne

Lots Numbers Fifteen (15), and Sixteen (16), in South View.

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance, 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 against real estate when the same become due and payable or shall become due and payable, and that the party of the second part shall insure against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the cost of such insurance to be payable to the party of the second part to the extent of the interest in the event that said party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a deed of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand and no/100 DOLLARS

According to the terms of one certain written obligation for the payment of said sum of money, executed on the _____ day of _____, 1947, by its terms made payable to the part Y of the second part, with all interest, to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event the said part Y of the second part shall fail to pay the same as provided in this indenture.

[illegible]

parties hereto.

_____ , representatives, assigns and successors of the respective

In Witness Whereof, the part 1st of the first part has YR hereunto set their hand 8 and seal 8 the day and year last above written.

Earl H. Spizer (SEAL)
Dillon Min.

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 20th day of November, A.D. 1947
before me, a Notary Public in the aforesaid County and State,
came _____ and Daisy Nixon, his 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.

Notary Public

My Commission Expires Mar 18 1950

Recorded November 24, 1947 at 2:15 P.M.

Harold A. Beck Register of Deeds

He is called the
Deputy