

34431 Book 93

MORTGAGE

(Mo. 212)

F. J. Baylin, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, made this 24th day of November in the
year of our Lord, one thousand nine hundred and forty-seven
between
E. Raymond Hall and Mary F. Hall, his wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Effie Hall
part Y of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of
***** THREE THOUSAND AND NO/100 ***** DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this Indenture
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 Kansas, to-wit:
Lot 5 in Hosford's Addition to the city
of Lawrence, in Douglas County, Kansas.

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

And the said part 1st of the first part do hereby covenant and agree that of the delivery hereof, they are the lawful
owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim therein.
And it is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this Indenture, pay, all taxes
and assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the
buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by
the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 100% interest.
And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said
premises insured as herein provided, then the part Y 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 mortgage to secure the payment of the sum of *****
***** Three 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 24th day of
November 1947 and by its terms made payable to the part Y of the second part, with all interest
accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y 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 part 1st of the
first part shall fail to pay the same as provided in this 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 such payments or any part thereof or any obligation created thereby, 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 as provided herein, or if the buildings on said real estate
are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the
whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture is given,
shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said
part Y 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 therefrom; and to sell the premises hereby
granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid or
principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y of the
second part, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provision of this Indenture and each and every obligation therein contained, and all
benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part have hereunto set their hands and
seals the day and year last above written.

E. R. Hall (SEAL)
Mary F. Hall (SEAL)
(RP 17)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss:

Be It Remembered, That on this 24th day of November A. D. 1947
before me, a Notary Public in the aforesaid County and State,
came E. Raymond Hall and Mary F. Hall, his wife,

to me personally known to be the same persons 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.

My Commission Expires on the 5th day of July 1949 W. A. Beck Notary Public

The undersigned having examined the foregoing instrument and finding it to be a true and correct copy of the original as the same appears from the records of the Register of Deeds of the County of Douglas, State of Kansas, do hereby certify that the same is a true and correct copy of the original as the same appears from the records of the Register of Deeds of the County of Douglas, State of Kansas.