

34691 BOOK 93

MORTGAGE

(No. 52 K)

V. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 28th day of February, in the
year of our Lord one thousand nine hundred and forty-eight
Don S. Dixon, a single man between

of Lawrence in the County of Douglas and State of Kansas

part Y of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

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

Six thousand and no/100 DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by this indenture
do as 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:

Beginning at the Northeast corner of the Southeast quarter of the
Southeast quarter of Section 35, Township 12, Range 19, thence North
along the East line of said Section 35, as a Base line, twenty-six (26)
feet to an iron pipe in the center of a public road, thence South
eighty-nine (89) degrees and twenty-six (26) minutes West One hundred
eighty-five (185) feet to an iron pipe, thence South and parallel to
said Base line eighty-two and fifty-nine one hundredths (82.59) feet,
thence South eighty-nine (89) degrees and twenty-six (26) minutes,
West two hundred fifty-six (256) feet, thence South and parallel to
the said Base line, One hundred fifty (150) feet thence North eighty-
nine (89) degrees and twenty-six (26) minutes East four hundred forty-
one (441) feet to the East line of said Section 35, Township 12,
Range 19, thence North on the East line of said Quarter Section two
hundred six and fifty-nine one hundredths (208.59) feet to place of
beginning.

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

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof he is 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.

and that he will warrant and defend the same against all parties making lawful claim therein.
It is agreed between the parties hereto that the part Y 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 said real estate when the same become due and payable, and that he will keep the buildings upon said real
estate insured against fire and tornado by 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 the insurance. And in the event that said part Y 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 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 6% from the date 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 28th day of
February 1948, 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 Y 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 this obligation terminated 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 up, 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 said all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the same and transfer accruing
therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 and charges incident thereon, and the surplus, if any there be, shall be paid by the
part Y making such sale, on demand, to the part Y.

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 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 Y of the first part by S bearing his hand and
seal the day and year last above written.

David Dixon (SEAL)
(SEAL)
(SEAL)
(SEAL)