

This Indenture, Made this 16th day of July 1948

between Ernest Griswold and Marvel S. Griswold, his wife  
 of Douglas County, in the State of Kansas of the first part, and  
Walter A. McClain and Bessie E. McClain, husband and wife, and the survivor  
 of them, as joint tenants, and not as tenants in common.  
 of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Fifteen hundred and no/100 ----- DOLLARS,  
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto  
 said part 2nd of the second part, their heirs and assigns, all the following described Real Estate,  
 situated in the County of Douglas and State of Kansas, to-wit:

The East one-half (1/2) of Lot five (5), less the South  
eight (8) feet thereof, in Morland Place, an addition  
to the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and  
 appurtenances thereunto belonging, or in anywise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said  
 first parties have this day executed and delivered

a certain promissory note to said parties of the second part, for the sum of  
Fifteen hundred and no/100 ----- DOLLARS,  
 bearing even date herewith, payable at Lawrence

Kansas, in equal installments, of Ten and no/100 ----- DOLLARS  
 each, the first installment payable on the 1st day of September 1948, the second  
 installment on the 1st day of October 1948 and one installment on the 1st  
 day of each month thereafter in each year thereafter, with the balance said

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 5500.00  
 with interest thereon at the rate of 5 per cent, payable monthly, now if default shall be made in the payment  
 of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable  
 according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and  
 the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the  
 amount to paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of  
 ten per cent, from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall  
 be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part  
 thereof, then all unpaid installments shall become immediately due and payable, at the option of the part 2nd of the second part  
 or the legal holder of said note at d shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid.  
 Appraisal waived at option of mortgagee.

Now if said first parties shall pay or cause to be paid to said part 1st of the second part, their heirs or assigns, said sum of money in the above  
 described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be  
 wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof,  
 or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed  
 and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is  
 not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said  
 part 2nd of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with  
 the said parties of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said  
 premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances,  
 except first mortgage to Lawrence Building & Loan Association of Lawrence,  
Kansas

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said  
 premises against the lawful claims and demands of all persons whomsoever.

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

ATTEST:

Ernest Griswold  
Marvel S. Griswold

STATE OF KANSAS,

Douglas

County, } ss.

Be it Remembered, That on this 16th day of July A.D. 1948  
 before me, the undersigned a Notary Public  
 in and for said County and State, came Ernest Griswold and Marvel  
S. Griswold, his wife

to me personally known to be the same person who executed the within 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

10/3

1948

Arthur S. Oak  
 Notary Public

