

MORTGAGE

36475 BOOK 94

(Mo. 512)

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This Indenture, made this 9th day of August, in the
year of our Lord, one thousand nine hundred and forty-eight
between
Gilbert Ulmer and Jean Ulmer, his wife,

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Eugene A. Stephenson and C. Florence Stephenson, his wife,
as joint tenants with right of survivorship and not as tenants in common,
parties of the second part.

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

***** NINE 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 parties of the second part, the following
described real estate situated and being in the County of Douglas and State of Kansas, to-wit:
The North 68 feet of Lot 15, in Block
17, in Babcock's Enlarged Addition to
the city of Lawrence, 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 parties 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 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.
It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes
of 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of their interest.
And in the event that said parties 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 parties 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 ***** NINE 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 9th day of
AUGUST 1948 and by its terms made payable to the parties 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 parties 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 parties 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 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
parties 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 of
principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the parties of the first part, or
making such sale, or demand, to the first part 100.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all
liabilities 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 parties of the first part have hereunto set their hands and
seal of the day and year last above written.

Gilbert Ulmer (SEAL)
Jean Ulmer (SEAL)
(SEAL)
(SEAL)