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BOOK 91.

1. *Amber, Publisher of Legal Blanks*. Lawrence, Kansas.

MORTGAGE

This Indenture, Made this 12th day of October, in the
year of our Lord one thousand nine hundred and forty-eight between
Orvel Beer and Lue Jutta Beer, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
part 108 of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

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

Two 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:

Beginning at a point 100 feet East of the Southwest corner of

Lot No. Fourteen (14) in Addition No. Eight (8) in that part

of the City of Lawrence known as North Lawrence, thence North

138.2 feet; thence East 100 feet, thence South 138.2 feet, more

or less to the South line of Lot No. Fifteen (15) in said Addition

No. Eight (8), thence West 100 feet to the place of beginning in

Douglas County, Kansas.

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

And the said part 1.00 of the first plot hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 1.00 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 they shall keep the building, improvements and real estate that may be owned or possessed against fire and tornado in such sum and by such insurance company as shall be specified and defined in the 1.00 of the second part, the same insured against fire and tornado in such sum and by such insurance company as shall be specified and defined in the 1.00 of the second part, and in the event that part 1.00 of the first part shall fail to pay such taxes and insurance when the same become due and payable or to keep said premises insured as herein provided, then the part 1.00 of the second part may pay said taxes and insurance, either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall be paid by the 1.00 of the second part, the day of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two 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 12th day of October 1948, and by its terms made payable to the part Y of the second part, with all interest 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 9B of the first part shall fail to pay the same as provided in this indenture.

[illegible]

It is covenanted by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereunder, 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 108 of the first part be vs between on their hand s and
and if the day and year last above written.

Oral Bess (SEAL)
L. C. Little Bess (SEAL)

STATE OF Kansas
COUNTY OF Douglas

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Be It Remembered, That on this 12th day of October A. D. 19 48
before me, a Notary Public in the aforesaid County and State,
came Orvel Beer and Lue Jutta Beer, husband and 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.

My Commission Expires April 21

19 50

Notary Public

Verde A. Beck Register of Deeds

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W. 10000
1972

Grandy Walker

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