

36615

BOOK 94

MORTGAGE

(No. 32 K)

P. J. Boyles, Publisher of Legal Blanks; Lawrence, Kansas

This Indenture, Made this 15th day of October, in the
year of our Lord one thousand nine hundred and forty-eight between
Chester J. Elliott and Eva Elizabeth Elliott, 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 108 of the first part, in consideration of the sum of

Fifteen-Hundred and no/100-----DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged; he ve 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:

The East half of Lot No. One Hundred Forty-Nine (149) and
all of Lot No. One Hundred Fifty-One (151) on Locust Street
in Block No. Three (3) in that part of the City of Lawrence,
known as North Lawrence, 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 108 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 seised 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 thereon.
It is agreed between the parties hereto that the part 108 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 becomes 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 108 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen-Hundred and no/100-----
DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th
October 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 108 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 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 of principal and interest, together with the taxes and charges incident thereto, and the overplus, if any there be, shall be paid by the
part Y making such sale, on demand, to the first part.

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 108 of the first part ha ve hereunto set their hands and
seal, this day and year last above written.

Chester J. Elliott (SEAL)
Eva Elizabeth Elliott (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.



Be It Remembered, That on this 15th day of October A.D. 19 48
before me, a Notary Public in the aforesaid County and State,
came Chester J. Elliott and Eva Elizabeth Elliott,
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.

L. E. Eby
Notary Public

My Commission Expires Apr 11 21 19 50

Harold A. Beck Register of Deeds

[Handwritten notes and signatures at the bottom of the page, including "I hereby acknowledge the full payment of the mortgage..." and "Harold A. Beck" as Register of Deeds.]