

37973 BOOK 95

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas.

МОНТАЖ

(No. 42 K)

This Indenture, Made this 23rd day of December, in the
year of our Lord one thousand nine hundred and forty-eight between
Haydn Jones and Jeannette Jones, his wife.

of Lawrence in the County of Douglas and State of Kansas
part 123 of the first part, and The First National Bank of Lawrence, Lawrence,
Kansas part Y of the second part.

Witnesseth, that the said part 100 of the first part, in consideration of the sum of Three 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 on the North Right of Way Line of Kansas State Highway No. 10, 989.6 feet West of the East Line of the Southeast Quarter of the Southwest Quarter of Section 5, Township 13, South, Range 20, East; Thence North to the North line of said Southeast Quarter of Southwest Quarter of said Section 5; thence West along said North line 160 feet, thence South to the North Right of Way line of Kansas State Highway No. 10; thence East 160 feet to point of Beginning, together with an easement and right to connect, construct, maintain, and repair a water pipeline to the well now located on the West 165 feet of said Southeast Quarter of the Southwest Quarter of Section Five (5), Township Thirteen (13), Range Twenty (20).

with the appurtenances and all the estate, title and interest of the said part 1.03 of the first part therein.

And the said part 1.03 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part one of the life shall still 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 will keep the buildings upon said real estate in good repair and condition and cause them to be insured by the company as fully as specified and directed by the part two of the second part, and the part three of the second part shall still at any such time when the same become due and payable or to keep said premises insured as herein provided, then the part four of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a debt of the individuals secured by this indenture, and shall bear

THIS GRANT is intended as a mortgage to secure the payment of the sum of Three 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 23rd day of December 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 loan or loans to its discharge any sums with interest thereon as herein provided, in the event that said part 1.02 of the first part shall fail to pay the same as provided in the indenture.

[illegible]

In Witness Whereof, the parties have set the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereunder, shall stand and have to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

In Witness Whereof, the part ies of the first part be VA hereunto set their hand and

3

Thayer Jones (SEAL)

Bernette Jones (SEAL)

(SEAL)

(SEAL)

Please

I am undersigned, overpay the within mortgage, so hereby acknowledge the full payment of the debt secured hereby, and discharge the Register of Deeds to enter the discharge of this mortgage of record. Dated this 14th day of April 1953.

The Trust National Bank of Lawrence, Lawrence, Kansas

(Not a bank) by George Hopking, Vice President, Treasurer

This instrument was written and signed in my presence and the signature of the undersigned is subscribed by me.

Notary Public for Kansas

Franklin, Kansas
Lawrence, Kansas