

This Indenture, Made this 12th day of March, in the year of our Lord one thousand nine hundred and forty-nine between Earl C. Erwin and Lulu Erwin, 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 Twenty-five hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged; has VO 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 75 feet East of the

East line of Barker Ave. in the city of Lawrence,

Kansas, and 880 feet South of the North line of

the Northeast Quarter of Section 6, Township 13,

Range 20, thence South 144 feet, more or less to

the North line of the roadway described in the deed

recorded in book 109 Page 373 of the records of

Douglas County, Kansas, thence East on the North line

of said roadway 50 feet; thence North 104 feet more

or less to a point 50 feet East of the point of

beginning, thence West 50 feet to place of beginning.

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 B 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. If the first part shall at all times during the term 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 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 rates 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 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 Twenty-five 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 12th day of March 1949; 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 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 thereon, and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereon, 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 return 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 part Y of the second part, on demand, to the first part 108.

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 has VO hereunto set their hand and seal B the day and year last above written.

Earl C. Erwin (SEAL)
Lulu Erwin (SEAL)

STATE OF Kansas
COUNTY OF Douglas



Be It Remembered, That on this 12th day of March A. D. 1949 before me, a Notary Public in the aforesaid County and State, came Earl C. Erwin and Lulu Erwin, husband and wife

to me personally known to be the same person B 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 April 21 1950