

MORTGAGE

(No. 43 M)

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

Witnesseth, that the said part 100 of the first part, in consideration of the sum of and fifty and no/100 ----- DOLLARS

to them _____ duly paid, the receipt of which is hereby acknowledged, he VS. 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 DECATUR and State of Kansas, to-wit:

Lot numbered Ninety-one (91) on Kentucky Street,
in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.

And the said part 1.88 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.

It is agreed between the parties hereto that the part 1.00M of the first part shall at all times during the life of the obligors, pay all tax or estate taxes that may be levied or assessed against said real estate when the same become due and payable, and that LOVEY WILL keep the buildings upon said real estate insured against fire and tornado, and shall cause the same to be specified and directed by the part 1.00M of the second part, the part 1.00M of the second part shall pay to the part 1.00M of the second part all of the second part shall fail to pay to the same when the same become due and payable or to keep said premises insured as herein provided, then the part 1.00M of the second part shall be liable to the part 1.00M of the second part for the amount of the taxes and the cost of the insurance, and shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 7% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-three hundred and fifty and
no/100 -----

_____ DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 25th day of October 19 49 and by its terms made payable to the part Y of the second part with all interest according thereto 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 1A of the first part shall fail to pay the same as provided in this indenture.

[illegible]

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 parties of the first part have hereunto set their hands and seals, the day and year last above written.

Emily Frances Acterman (SEAL)

Mary Neal Goldman (SEAL)

A Tristen Henson (SEAL)

(SEAL)