

Ed Mitchell and Edna Mitchell his wife

of Lawrence, in the County of Douglas and State of Kansas

part 100 of the first part, and The First National Bank of Lawrence
Kansas part 4 of the second part.

Witnesseth, that the said part 14 of the first part, in consideration of the sum of Eight thousand and no (\$8000⁰⁰) DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has bc sold, and by this indenture do GRANT, BARGAIN, SELL, and MORTGAGE to the said part 4 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots 2, 4 and the East half of lot 6, all on Pinckney (now 6th) street in the City of Lawrence; also the following tract: Beginning at a point 4 feet North of the Northwest corner of lot 31 on Lawrence street in said City of Lawrence; thence North 12 feet to the South line of lot 6 on Sixth street (formerly Pinckney street), thence East 6 along the South line of said lot 6; thence Southwesterly to the point of beginning, all in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part is 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.

and that _____ will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part _____ of the first 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 the _____ keep the buildings upon said real estate insured against fire and tornadoes in such sum as may seem reasonable, as shall be specified directed by the _____ of the second party; and the _____ of the second party shall pay _____ of the _____ of the second party to the extent of _____ insurance. And in the event that said part _____ of the second party 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 _____ of the second party 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.

P.O.-71-111-11

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eight thousand and no DOLLARS
 (\$8000.00)

according to the terms of one certain written obligation for the payment of said sum of money, executed on the _____ day of _____

_____ 19_____, and by ATP terms made payable to the part 4 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 4 of the second part for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 4 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 provided, and the obligations 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 now are, or if, we or either of us committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations herein contained shall become due and payable forthwith, and the said mortgage shall be a lien in full satisfaction of all the obligations herein contained, and the holder thereof, without notice, and it shall be lawful for the said party second to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receipt accepted 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 due of principal and interest on the sum with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said party second to the said party first.

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 res of the first part ha ve hereunto set their hands and sealS the day and year last above written.

AP Mitchell (SEAL)

Edna Mitchell (SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } 89

Be It Remembered That on this 31st day of January A. D. 1950

before me, a Notary Public in the aforesaid County and State,
came A. B. Mitchell and Edna Mitchell, his 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.

Notary Public

ROSE GIESENAY
NOTARY
PUBLIC

APR 11 17 1951

Recorded January 31, 1950 at 4:10 P. M.

Harold A Beck Register of Deeds