

39969

MORTGAGE

(No. 23 RD)

N. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 3rd day of February, in the
year of our Lord one thousand nine hundred and Fifty, between
Kenneth E. Messenheimer and Claudine I. Messenheimer, his wife

of Lawrence, in the County of Douglas and State of Kansas,
parties of the first part, and The Lawrence National Bank, Lawrence, Kansas,

party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of
FIFTEEN HUNDRED & no/100 * * * * * DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture
do GRANT, BARAJIN, SELL and MORTGAGE to the said party of the second part, the following described
real estate situated and being in the County of Douglas and State of Kansas, to wit:

Lot No. One Hundred Thirty-one (131) on
Pennsylvania Street in the City of Lawrence

with the appurtenances and all the estates, title and interest of the said part 131 of the first part therein.
And the said party of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners
Kenneth E. Messenheimer and Claudine I. Messenheimer, his wife

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties herein that the part 131 of the first part shall as often during the term of years, pay all taxes or assessments
that may be levied or assessed against said real estate when the same becomes due and payable, and that CITY WILLIAMS or other company or persons
so named against fees and expenses in such case and by such insurance company as shall be specified and directed by the party of the second part, shall
pay, if required, all taxes and assessments against the part 131 of the second part to the extent of 5% interest. And in the event that said part 131 of the first
part shall fail to pay such taxes and assessments when due and payable, then said premises herein so herein provided, then the part 131 of the second
part may pay said taxes and assessments, 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 5% from the date of payment until fully repaid.

THE GRANT is intended as a mortgage to secure the payment of the sum of
FIFTEEN HUNDRED & no/100 * * * * * DOLLARS,
according to the terms of certain written obligation for the payment of said sum of money, executed on the 3rd day of
February, 1950, and by 4th sums made payable to the party 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 party of the second part
to pay for any expenses or to discharge any taxes with interest thereon as herein provided, in the event that said part 131 of the first part shall fail to pay
the same as provided in this indenture.

And this indenture shall be void if such payments be made as herein specified, and the obligations contained herein 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
becomes due and payable, or if the indenture is not kept up, as provided herein, or if the buildings on said real estate are not kept in good repair as they are
now, or if the property is not used for the purpose for which it was intended, and the whole sum remaining unpaid, and all of the obligations
created by this indenture, and it shall become necessary to sell the same to meet the same, and the same shall be sold at the option of
the party of the second part, notice, and it shall be levied for the said party of the second part, the agent of the bank or its agent, or
any person or persons whom the party of the second part may designate, and the same shall be sold in the manner prescribed by law, and out of all money arising from such sale to a reasonable
amount, and the remainder thereof, if any, to be paid to the party of the second part, and the rest to be paid with all costs and charges incident thereto, and the overplus, if any there be, shall be paid by the
party of the second part to the party of the first part, to whom it shall be delivered.

It is agreed by the parties herein that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing
therefrom, shall prevail and stand as, and be obligatory upon the heirs, successors, administrators, personal representatives, executors and executors of the respective
parties.

In Witness Whereof, the party of the first part, they, have set their hand and
seal, and witness above written.

Kenneth E. Messenheimer (SEAL)

Claudine I. Messenheimer (SEAL)

(SEAL)

(SEAL)

This instrument
was written
in plain English
and signed
the 3rd day
of March
1950
and delivered.