

Reg. No. 1304  
Fee Paid \$11.00

MORTGAGE

16-2-T.W.

Hall Litho. Co. Topeka

40406 BOOK 98

THIS INDENTURE, Made this 28th day of -- June -- A. D. 19 49

between Paul F. Hodgson and Carrie F. Hodgson, his Wife  
of Douglas County, in the State of -- Kansas --, of the first part  
and John A. Hodgson or Edna Hodgson, his wife  
of -- Miami -- County, in the State of -- Kansas --, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
Fifty Two Hundred Fifty ----- and 100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey  
unto said parties of the second part, their heirs and assigns, all the following described Real  
Estate, situated in -- Douglas -- County, and State of -- Kansas -- to wit:

An undivided One Half Interest in and to:  
Lot No. One hundred Eighty Seven (187) and the South half of  
of Lot No. One Hundred Eighty Five (185) on Vermont Street, in  
the City of Lawrence, in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

parties of the First part  
have this day executed and delivered One certain promissory note in writing to said part  
of the second part, of which the following is a copy:

( Copy )

Parker, Kansas, June 29th 19 49		\$ 5,250.00	
Five Years	after date, for value received, I, or we,	DATE	PAID
promise to pay to the order of			BALANCE
THE PARKER STATE BANK, Parker, Kansas			
Fifty Two Hundred Fifty & no / 100 = DOLLARS,			
<small>with interest from date at the rate of 10 per cent per annum, payable semi-annually at their banking house. Ten per cent interest after maturity.</small>			
<small>We, the maker, parties, endorses and guarantors of this note, hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and discharge of indorsement against any party thereto, and consent that time of payment may be extended without notice thereof to any of the securities of this note. We further agree to pay 10% attorney fees if placed in attorney's hands for collection.</small>			
Paul F. Hodgson		NOTICE	
Carrie F. Hodgson			
		NO.	
		DUE	June 28th 1954
		EX.	
		TO	

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, Their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their, hand s the day and year first above written.

*Paul F. Hodgson*  
*Mrs. Carrie F. Hodgson*