

44350 BOOK 100

REAL ESTATE MORTGAGE

THIS INSTRUMENT, made this 23 day of August, 1951, between Samuel Blanchard Hines and Cora Blanche Hines, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The First National Bank of Lawrence, Kansas of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00) to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part and its successors or assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The West One-third (w 1/3) of the North Half (N 1/2) of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 29, Township 17, Range 20, LESS four (4) acres on the east side being a tract of land 264 feet east and west, and 680 feet north and south, and LESS the following described tract: Beginning at the Northwest corner of the North Half of the South Half of the Southeast Quarter of Section Twenty Nine (29), Township Twelve (12), Range Twenty (20), which point is 683.33 feet north of the Southwest corner of the North Half of the South Half of the Southeast Quarter, thence South 143.5 feet; thence South 89 degrees 31 minutes East 227 feet; thence North 0 degrees 11 minutes East 143.5 feet; thence North 89 degrees 31 minutes West 227.5 feet to point of beginning, containing .747 acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties 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. This grant is intended as a mortgage to secure the payment of FIVE HUNDRED DOLLARS, according to the terms of one certain note this day executed and delivered by the said Samuel Blanchard Hines and Cora Blanche Hines, his wife, to the said party of the second part, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Samuel Blanchard Hines and Cora Blanche Hines, their heirs and assigns.

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

Samuel Blanchard Hines

Cora Blanche Hines

STATE OF KANSAS)

DOUGLAS COUNTY) ss

BE IT REMEMBERED, That on this 23 day of August, 1951, before