

MORTGAGE

44753 BOOK 100

THIS INDENTURE, Made this 4th day of October, 1951, between Henry P. Smith and Zona B. Smith, husband and wife, and John W. Smith and Florence Smith, husband and wife, hereinafter referred to as parties of the first part, and Annie L. Keeler and W.J. Keeler, as joint mortgagees with right of survivorship, of Lawrence, Kansas, hereinafter referred to as party of the second part;

WITNESSETH, That said parties of the first part in consideration of the sum of Three Thousand Dollars (\$3,000.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, the following described real estate, to-wit:

The South Six (6) feet of Lot One Hundred Fifty-four (154) and the North three-fourths of Lot One Hundred Fifty-six (156), on Ohio Street in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, together with all and singular the tenements and hereditaments 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 their certain promissory note, in writing, to said party of the second part; now if said parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money as provided by promissory note executed on this date, together with interest thereon according to the terms and tenure of said note, then these presents shall be wholly discharged and void; and otherwise 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; and if the taxes and assessments of every nature which are or may be assessed or levied against said property, or any part thereof, or the insurance sufficient to pay the principal of said note, are not paid when the same are by law made due and payable, then the whole of said sum and the interest thereon shall, and by these presents does, come due and payable, and said party of the second part shall be entitled to take possession of said property as above described.