

STATE OF KANSAS
COUNTY OF DOUGLAS SS.

Be It Remembered, That on this 21st day of December A. D. 1951
before me, a Notary Public in the aforesaid County and State,
came Woodrow W. Miller and Sarah Louise Miller, husband and
wife
to me personally known to be the same person(s) 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.

George Docking Notary Public
My Commission Expires July 13 1952

Recorded December 21, 1951 at 4:30 P. M.

Reg. No. 6535 Fee Paid \$11.25

45256 BOOK 101

MORTGAGE

THIS INDENTURE, made the 1st day of December, A. D. 1951, between

Lewis C. French and Edith A. French; his wife,

hereinafter called "mortgagor", and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,
a corporation, organized and existing under the laws of State of New York,
having its principal office at 393 Seventh Avenue, New York City, N. Y., hereinafter called "mortgagee";

WITNESSETH, That the said mortgagor, in consideration of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00),
to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey
unto the said mortgagee, its successors or assigns forever, the following described real estate situated in the County of
Douglas, and State of Kansas, to-wit:

Beginning at a point 18.21 chains North, 24 degrees West, of the
Southwest corner of Southeast Quarter of Section Eight (8), in
Township Thirteen (13) South, Range Twenty-one (21) East of the
Sixth Principal Meridian, thence East 825 feet, thence North 560
feet, thence East 540 feet, thence North 1120 feet, thence West
1365 feet, thence South 1680 feet to the place of beginning, which
description embraces former blocks 79, 80, 81, 88, 89, 90, 117,
118, 119, 127, 128, 152, and 153, all in the original plat of the
City of Eudora, together with vacated streets, alleys, and tract of
ground known as the "Market",

and containing 50 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belong-
ing unto the said mortgagee, its successors or assigns, forever.

And the said mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the prem-
ises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right
to sell and convey said premises and that they are free and clear of all incumbrances, and that he does hereby warrant
and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the
homestead, appraisement, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for record-
ing this instrument.

CONDITIONED, HOWEVER, that whereas, the said mortgagee is justly indebted to the said mortgagor for
money borrowed in the principal sum of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00),
to secure the payment of which the mortgagor has executed and delivered to the said mortgagee a certain promissory
note in the sum of Four Thousand Five Hundred and no/100 Dollars, bearing even date herewith and payable to the order of the mortgagee, its successors or assigns, according to the tenor
and effect of said note, with interest thereon from December 1, 1951, to maturity, at the
rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten per cent per
annum, payable semi-annually, until paid. Mortgagor agrees to reduce the principal amount of said note
to \$3,600.00 before conveying said premises and further agrees that this mortgage shall become due
and payable forthwith at the option of the mortgagee if the mortgagor shall convey said premises
or if the title thereto shall become vested in any other person or persons in any manner whatsoever
before the principal amount of said note is reduced to said amount.