

MORTGAGE

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 15th day of February A. D. 1952
between Boyd Hathaway, Jr. and Virginia S. Hathaway, his wife
of Douglas County, in the State of Kansas, of the first part,
and Herbert W. Geer and Anna G. Geer, his wife
of Shawnee County, in the State of Kansas, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of
FORTY-FIVE HUNDRED AND NO/100 ----- and No DOLLARS
the receipt of which is hereby acknowledged, do ----- by these presents, grant, bargain, sell and convey
unto said part^{ies} of the second part, their heirs and assigns, all the following described Real
Estate, situated in Douglas County, and State of Kansas, to wit:

All of Lots 27, 28, 29, 30, 31, 32, 33, and 34, except the East Forty-eight (48)
feet of Lots 33 and 34, and the East Forty-eight (48) feet of the South Five (5)
feet of Lot 32, all in Block 19, Lecompton, Douglas County, Kansas,

and
Beginning at a point Sixty (60) feet due South of the Southwest corner of Block
Thirty-six (36) in vacated town of Lecompton; thence South 920 feet; thence East
390 feet; thence North to the South line of the County Road; thence West to the
place of beginning, being in the Northwest Quarter of Section 2, Township 12,
Range 18, containing four and one-half acres more or less, also beginning South
fifty-eight and one-half degrees East 1260 feet from the Northwest corner of
Section 2, Township 12, Range 18; thence West 791 feet; thence South 766 feet;
thence East 791 feet; thence North 766 feet to beginning, less Lots 16 and 17
of Block 19, being in vacated portion of the City of Lecompton, in Douglas
County, Kansas.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
Boyd Hathaway, Jr. and Virginia S. Hathaway, his wife
have this day executed and delivered ----- a ----- certain promissory note ----- in writing to said
part^{ies} of the second part, of which the following is a copy: -----

Mortgage Note

\$4500.00

February 15, 1952.

Ten (10) Year Loan

Topeka, Kansas.

For value received, the undersigned promise to pay to the order of Herbert W. Geer and Anna G. Geer, his wife, or their survivors, at their home at 1530 Flann, Topeka, Kansas, the sum of FORTY-FIVE HUNDRED AND NO/100 DOLLARS (\$4500.00), and to pay interest on said indebtedness at the rate of 6% per annum. The principal, interest, taxes and insurance shall be payable in installments as follows: \$63.05 on or before the 15th day of March, 1952, and a like sum on or before the 15th day of each month thereafter.

Payments shall be applied first to interest on the unpaid balance and the remainder to the principal or other obligations herein provided for until the entire debt is paid in full. This is hereby expressly made of the essence of this contract.

The makers hereof may, at any payment date, make additional payment in whole or in part of the principal balance due hereunder, and interest only on the unpaid principal balance remaining due shall be thereafter computed and charged.

All advances for taxes and insurance premiums shall be charged to the account of second parties and become a part of the unpaid balance due hereunder. If such advances shall in any calendar year exceed \$13.50, the monthly payment above provided shall be increased during the next twelve months by an amount equal to one-twelfth of such excess.

Boyd Hathaway, Jr.
Boyd Hathaway, Jr.
Virginia S. Hathaway
Virginia S. Hathaway

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