

MORTGAGE

(52K)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 9th day of May, in the year of our Lord one thousand nine hundred and Fifty-two between Frank Goff and Garnett Goff, his wife & Richard Goff, a single man

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank, Lawrence, Kansas part y of the second part.

Witnesseth, that the said part 1ea of the first part, in consideration of the sum of Fifteen Hundred and no/100 DOLLARS

to duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northwest Corner of Southwest Quarter (SW 1/4) of Section Fourteen (14), Township Thirteen (13) South, Range Nineteen (19) East, thence East along the Quarter section line 1575 feet, more or less, to the Center of Yankee Tank Creek, thence southerly downstream along center line of said Creek to where it empties into the Wakarusa Creek, thence in a Westerly direction along center line upstream of Wakarusa Creek to the west line of said Quarter section, thence North 1575 feet, more or less, to the point of beginning containing 40 acres, more or less,

Also

Beginning at the Northeast Corner of Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Thirteen (13) South, Range Nineteen (19) East, thence West along the Quarter section line 495 feet (30 rods), thence South 375 feet, more or less, to the center of Wakarusa Creek, thence Southerly and Easterly along said center line of Wakarusa Creek to the East line of said Quarter section, thence North 1575 feet, more or less, to the point of beginning containing 16 acres, more or less.

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 1ea of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1ea of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of 100 percent interest. And in the event that said part 1ea of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This GRANT is intended as a mortgage to secure the payment of the sum of Fifteen Hundred and no/100 DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the 9th day of May 1952, and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1ea of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the balance then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part 1ea.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and assigns of the respective parties hereto.

In Witness Whereof, the part 1ea of the first part ha ve hereunto set their hand s and seal s this 9th day and year last above written.

Frank Goff (SEAL)
Garnett Goff (SEAL)
Richard Goff (SEAL)