57428 Book 110 MORTGAGE (No. 52K) Boyles Legal Blanks-CASH STATIONERY CO.-Lawrence, Kansas This Indenture, Made this aighth . Ralph Fuckett and Helen B. Fuckett, his wife, Tawrenge ---- in the County of Douglas and State of part issof the first-part, and The First National Bank of Lawrence 12 part y of the second part. Witnesseth, that the said part 100 of the first part, in consideration of the sum of Ten-thousand and no/100 (\$10,000.00) - - - - - - - - - - - - - - - DOLLARS to them dely paid, the receipt of which is hereby acknowledged, have sold, and by

following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East one-half (\mathbb{S}^1_2) of the Northeast one-quarter $(\mathbb{N}\mathbb{S}^1_2)$ of Section 12, Toumship 13, Range 19, except beginning at the Northeest corner of the East one-half (\mathbb{Z}^1_2) of the Northeast one-quarter $(\mathbb{N}\mathbb{S}^1_2)$ of said Section 12; thence South 380 feet; thence East 367.53 feet; thence North 380 feet; thence West 367.53 feet to the place of be-ginning, also except: Beginning at the Northeast corner of the East one-half (\mathbb{B}^1_2) of the Northeast one-quarter of said Section 12; thence West 265 feet; thence South 300 feet; thence East 285 feet; thence North 300 feet to the place of beginning, less highway,

with the appurtenances and all the estate, title and interest of the said part 10.0 of the first part therein.

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof thoy and the lawful owner B f the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, excopt mortgage recorded for 023,000.00 to The First National lank of Labrence, Laurence, Kansas, recorded June 1, 1953, in Book 101, Page 63, in the office of the Relister of Leeds, Louglas County, Aansas, and that they will warrant and defend the same against all parties making lawful daim thereto.

It is agreed between the parties hereto that the part 105 of the first part shall at all times during the life of this indenture, pay all taxes

according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the

day of September 19 5 , and by its terms made payable to the part 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 pert 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 105 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 herain 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 thereion, or if the taxes on said real estate are not paid when the same become due and payeble 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 waits is committed on said premises, then this conveyance shall become absolute and the whole sum remaining ungaid, and ell of the colligations 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 le menis thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereform, a self the premises hereby granted, or any part thereof, in the manner prescribed by law, and our of all moneys enting from such retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any the shall be paid by the part \mathcal{Y}_{--} making such sale, on demand, to the first part $\hat{\mathcal{I}} \subset \mathcal{S}$

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

In Witness Whereof, the part 108 of the first part ha VO hereunto set their hand S and seel S the day and year Kalph Fuckett (SEAL)

(SEAL) (SEAL) (SEAL)