

63174

BOOK 115

MORTGAGE

(No. 52K)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this 11th day of July, 1957 between
George H. Hoefer, a widower

of Lawrence, in the County of Douglas and State of Kansas
party of the first part, and The Lawrence National Bank, Lawrence, Kansas

part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of
Thirty Eight Hundred & no/100 DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold, and by
this indenture does 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:

Commencing at a point on the North line of the Northwest Quarter (NW $\frac{1}{4}$) of Section
Seven (7), Township Thirteen (13) South, Range Twenty (20) East of the Sixth (6th)
Principal Meridian, 110 feet East of the Northeast corner of an acre and a quarter
tract owned by the Township of Wakarusa (said tract being described in a deed to
said Township recorded in Deed Book 43, page 237); thence South parallel to the East
line of said Wakarusa Township tract 20 rods; thence East parallel with the said North
line of said Quarter Section 55 feet; thence North 20 rods parallel with the East line
of said Wakarusa Township tract to the said North line of said Quarter Section; thence
West along the North line of said Quarter Section 55 feet to the point of beginning,
in Douglas County, Kansas.

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 part Y of the first part therein.

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,
no exceptions

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

It is agreed between the parties hereto that the part Y 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 he 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 its
interest. And in the event that said part Y 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 Thirty Eight Hundred & no/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the fifth
day of July, 1957, 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 Y 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 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 improve-
ments 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 amount 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 Y.

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 successors of the respective parties hereto.

In Witness Whereof, the part Y of the first part has hereunto set his hand and seal the day and year
last above written.

George H. Hoefer (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)