## Reg. No. 13,462 Fee Faid \$67.50

BOOK 116

63424

## MORTGAGE

THIS INDENTURE, Made this \_\_\_\_\_ day of August, 1957, between P. Everett Sperry and Lulu Olleva Sperry, husband and wife, of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and The Lawrence National Bank, Lawrence, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, EARGAIN, SELL and MORTGAGE to the said party 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 Southeast Corner of the North Sixteen and Two-Thirds (16 2/3rds) acres of the East Twenty-Six and Two-Thirds (26 2/3rds) acres of the North one-half (3) of the Northwest Quarter (3) of Section Twenty-five (25), Township Twelve (12) South, Range Nineteen (19) East of the Sixth (6th) Principal Meredian in Douglas County, Kansas, thence West Three Hundred (300) feet; thence North Seven Hundred Twenty-Six (726) feet; thence East Three Hundred (300) feet; thence South to point of beginning, containing five (5) acres more or less,

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

This grant includes 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.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 parties 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of their interest. And in the event that said parties of the first part shall fail