

MORTGAGE

THIS INDENTURE, made this 7th day of November, 1957

between P. Everett Sperry and Lulu Olleva Sperry, husband and wife, of Douglas County, 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 One Dollar (\$1.00) and the further covenants, agreements, and payments hereinafter specified, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the Second Part, its successors and assigns, forever, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East 1/3 acres of the South 40 acres of the South West Quarter of Section Twenty Four (24) and the North 16 2/3 acres of the East 26 2/3 acres of the North Half of the North West Quarter of Section Twenty Five (25) all in Township Twelve (12) Range Nineteen (19), in Douglas County, Kansas,

with the appurtenances and all the estate, title and interest of the said party of the First Part therein.

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 encumbrances, except the lien of a certain real estate mortgage dated December 4, 1954, and recorded December 6, 1954 in Book 107 at pages 612-3 of the mortgage records in the office of the Register of Deeds of Douglas County, Kansas, covering a portion of the above described real estate and executed to the Federal Land Bank of Wichita for the stated consideration of \$3,600.00, and the lien of a certain mortgage dated August 7, 1957 and recorded August 8, 1957 in Book 116 at pages 92-94 of the said Douglas County records, covering another portion of the above described real estate and executed to The Lawrence National Bank for the stated consideration of \$27,000.00, and that they will warrant and defend said premises against all persons making lawful claim thereto excepting only the said mortgages.

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