

THIS INDENTURE, made this 28th day of July, 1958, between EDWARD OKAMOTO and MASAKO OKAMOTO, his wife, of Lawrence, in the County of Douglas and State of Kansas, parties of the first part, and THE LAWRENCE NATIONAL BANK, of 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 advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, 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:

Lot Two Hundred Seventeen (217) and the North 10 feet of Lot Two Hundred Nineteen (219) on Ohio Street in the City of Lawrence; AND

The South 26 feet of Lot No. One Hundred Sixty-Five (165) on Illinois Street, and the following tract adjoining said Lot on the South: Beginning at a point 125 feet East of the South West corner of Block No. One (1) Lane Place, thence East on the North line of Winthrop Street (7th) 125 feet to the West line of Illinois Street, thence North on said West line of Illinois Street 74 feet, more or less to the South line of Section 25, Township 12, Range 19, thence West on said Section line 125 feet, thence South 74 feet more or less, to the place of beginning, in the City of Lawrence, Kansas, except the South 50 feet of above described tract in Douglas County, Kansas.

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

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.

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 its interest. And in the event that said parties 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 party 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% per annum from the date of payment until fully repaid.