

MORTGAGE

68526 BOOK 121

THIS INDENTURE, Made this 31st day of January, 1959,
between The Westminster Foundation of the Synod of Kansas, a corporation
organized under the laws of the State of Kansas, and Harold Allen, Ross
Beach, Jr., C. Donald Close, C. J. Dodds, C. M. Drennan, Robert K. Foster,
William R. Hagman, Louis E. Howard, Rice Lardner, Phelma McNeill,
Charles S. McGinnessa, Charles Musil, Flo Ostenberg, Pauline Ritchey,
Robert Romig, Edgar C. Schupp, Paul Sanford, Wm. P. Thompson, and Harvey A.
Stinson, Trustees of said The Westminster Foundation of the Synod 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 consid-
eration of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS, to them
duly paid, the receipt of which is hereby acknowledged, has sold, and by
this indenture does GRANT, BARGAIN, 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:

Lot 1 and the North Half of Lot 2 in Block 3 in Oread
Addition to the City of Lawrence, Douglas County, Kansas,

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

And the said parties of the first part do hereby covenant and
agree that at the delivery hereof said first parties are the lawful own-
ers of the premises above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances, and
said first parties 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 or assessments that may be levied or assessed against said real
estate when the same becomes due and payable, and that said first parties
will keep the buildings upon said real estate insured against fire and extended
coverage 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 pay-
able 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 in-
sured 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% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of
the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS according to the terms
of one certain written obligation for the payment of said sum of money,

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