69011 .. BOOK 121 THE PART AND PART AND ATTAC HORTOAD (Ne. 52K) Boyles Legal Blanks-CASH STATIONERY CO.-Lawrence, Kansas This Indenture, Made this 25th Narch day of , 19.52 between Glen M. McGonigle and Josephine M. McGonigle, his wife, of Lawrence in the County of Douglas and State of Kansas part les of the first part, and ... The First National Bank of Lawrence, Lawrence, Kansas, part y of the second part. Witnesseth, that the said part iss of the first part, in consideration of the sum of Eleven thousand and no/100 (\$11,000.00) - - - - -- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do 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: Lot Twenty-one (21), and the North 24 feet of Lot Twenty (20), in Hillcrest Third Addition, an Addition to the City of Lawrence. with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part 125 of the first part do hereby covenant and agree, that at the de livery hereof they ar he lewful own of the pre nizes above granted, and seized of a good and indefeasible estate of inheritance therein, and that they will warrant and defend the same against all parties making lawful claim th the part 105 ${}_{\odot}$ 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 times part shall at all times during the life of this indenture, pay all taxes keep the buildings upon said real estate issued against fire and torsade in such um and by such insurance company as shall be specified and interest. And in the event that said part [26] of the fire part shall fail to pay such taxes when the same become year of the second part, the loss, if any, made payable to/the part Y_{-} of the second part, the loss, if any, made payable to/the part Y_{-} of the second part, the loss of the second part has been at the second part of the second part to the second part that loss or to keep in paid shall be become a part saft fail beer interest at the rate of 10% from the date of payment until fully repaid. THIS GRANT is intended as a mortgage to secure the payr ant of the sum of Eleven thousand and no/100 - - - -DOLLARS according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the 25th day of 10,59 and by its terms made payable to the part y of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the even this part it is a second pert to pay the approximates or to substrate any basis with interest merson as narrow provided, in the event that said part 125. If the first part shall fail to glay the same as provided in this indentrure. And this conveyance shall be used to payment be made as here is specified, and the obligation contained therein fully discharged, if default be made in such payments are many part thereof or any obligation, created thereby, or interest thereon, or if the taxes on said trad-erate are not paid when the same become given and payfold. All the instance is not keep to a good reput a such and payfold for in said trades therein the buildings on said and the whole sum remaining, unpaid, and all of the default on provided for in said vertices then this conviguence shall be bond the indentrus is given, shall immediately mature and become due and payfold sait the logition of the holder hereof, without notics, and it shall be lawfold for the said part Y of the second part. ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereform, and relian the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such ale relian the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there shall be paid by the part y making such sale, on demand, to the first part $i \in S$ It is agreed by the parties hereto that the terms and provisions of this indentire and each and every obligation therein contained, and ell matilits and eucosenor of the respective parties hereto. In Witness Whereof, the part 105 of the first part ha Ve hereunto set their hand S and seal ^S the day and year Jacon M. Montere Gring C (SEAU Josephine M. M. Marging C (SEAU Dosephine M. McCobile (SEAL) STATE OF KANSAS · DOUGLAS SS COUNTY. RREN RHOO 25th BE IT REMEMBERED, That on this Narch A. D. 19. 59 the undersigned before me, , a Notary Public In and NOTARY for said County and State, came Glen M. McGonigle and Josephine M. McGonigle, his wife, COUNTYAN to me personally known to be the same person S who executed the foregoing instrand duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have becounto subscribed my ner me and affixed my official seal on the day and June 17 1961 Warren Rhodes 10 Notary . Public Recorded on March 26, 1959 et 10:50 A.M. RELEASE O arold a. Beck Section I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 2nd day of July 1969 The First National Bank of Lawrence

Warren Rhodes President Mortgagee, Owner.