

For Partial Release See Book 126 Page 126
For Partial Release See Book 125 Page 344
For Partial Release See Book 125 Page 463
For Partial Release See Book 128 Page 109
For Partial Release See Book 128 Page 332

Reg. No. 15,235

Fee Paid \$250.00

247

70128 BOOK 122

MORTGAGE

THIS INDENTURE, made this 16th day of June, 1959, between Carl Hird, Jr. and Irene M. Hird, husband and wife, of Lawrence, Douglas County, Kansas, parties of the first part, and Douglas County State Bank, a corporation, of Douglas County, 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 it 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:

Lots Numbers 2, 3, 4, 5, 6, 7, 8, 9 and 10, in Block One (1);
Lots Numbers 12, 13, 14, 15 and 16 in Block Three (3);
Lots Numbers 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and
16 in Block Five (5), all in Holiday Hills, an Addition
to the City of Lawrence

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 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 become 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 ten percent (10%) from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement

For Partial Release See Book 129 Page 330

For Partial Release See Book 123 Page 608
For Partial Release See Book 124 Page 586
For Partial Release See Book 125 Page 182
For Partial Release See Book 125 Page 434
For Partial Release See Book 125 Page 510

For Partial Release See Book 123 Page 307, 301, 310, 311, 312
For Partial Release See Book 123 Page 404, 402, 406

For Partial Release See Book 123 Page 533
For Partial Release See Book 123 Page 527
For Partial Release See Book 124 Page 263