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BOOK 124

MORTGAGE

(Pl. 333)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this 22nd day of March, 1960, between
John L. Hadley and Faye Hadley, husband and wife
 of Lawrence, in the County of Douglas and State of Kansas
 parties of the first part, and The Lawrence National Bank, Lawrence, Kansas
 part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Four Thousand Five Hundred and no/100 DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, have 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: Beginning 28 rods West of the Southeast corner of the Northeast Quarter of
 Northwest Quarter of Southwest Quarter of Section 29, Township 12, Range 20, in the center
 of Elm Street produced East from North Lawrence; thence North 8 rods; thence East 150 feet
 thence North 2 rods; thence East 148 feet; thence South 2 rods; thence East 10 rods; thence
 South 8 rods; thence West 28 rods to the place of beginning, excepting 50 feet off the
 West end thereof, in that part of the City of Lawrence formerly known as North Lawrence,
 in Douglas County, Kansas, less the following described tract deeded October 22, 1923,
 and recorded in Book 113 of Deeds, Page 620, in the Office of the Register of Deeds of
 Douglas County, Kansas; Beginning at a point 412 feet West of the Southeast corner of the
 Northeast Quarter of Northwest Quarter of Southwest Quarter of Section 29, Township 12,
 Range 20, in the center of Elm Street produced East from that part of the City of Lawrence
 formerly known as North Lawrence, thence North 8 rods, thence East 100 feet, thence North
 2 rods, thence East 25 feet, thence South 10 rods, thence West 125 feet, to place of be-
 ginning, being a part of the Northeast Quarter of the Northwest Quarter of the Southwest
 Quarter of Section 29, Township 12, Range 20, all in that part of the City of Lawrence
 known as North Lawrence, in Douglas County, Kansas.

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.

with the appurtenances and all the estate, title and interest of the said part 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,
No exceptions

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 their
 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% from the date of payment
 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Four Thousand Five Hundred and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 22nd
 day of March, 1960, and by its terms made payable to the part Y of the second
 part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the
 said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event

that said parties of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.
 If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real
 estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said
 real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute
 and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture
 is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for
 the said party of the second part his agents or assigns to take possession of the said premises and all the improve-
 ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom and to
 sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to
 retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be,
 shall be paid by the part Y making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all
 benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,
 assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part hereunto set their hands and seal this day and year
 last above written.

John L. Hadley (SEAL)
John L. Hadley (SEAL)
Faye Hadley (SEAL)
Faye Hadley (SEAL)