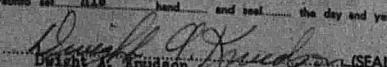


Reg. No. 16,294  
Fee Paid \$12.50

MORTGAGE	75007 BOOK 126	Mo. 220	Boyle's Legal Books-CASH STATIONERY CO.-Lawrence, Kansas
This Indenture, Made this <u>50th</u> day of <u>September</u> , 19 <u>60</u> , between			
Dwight A. Knudson, a single man,			
of Mission, in the County of Johnson, and State of Kansas			
part <u>Y</u> of the first part, and Joseph C. Roberts and Effie C. Roberts, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, parties of the second part.			
Witnesseth, that the said part <u>Y</u> of the first part, in consideration of the sum of Seventeen Thousand (\$17,000.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he is sold, and by this Indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part, the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit:			
Commencing at the Southeast corner of the Northwest Quarter (NW <sub>1</sub> ) of Section Eighteen (18), Township Twelve (12) South, Range Twenty (20) East of the 6th Principal Meridian; thence North One Hundred Sixty-five (165) feet; thence West to the railroad right of way; thence South to the South line of said Quarter Section; thence East to the place of beginning.			
Said real estate is subject to a first mortgage of \$4500.00 to the Lawrence Building and Loan Association from Dwight A. Knudson, a single man; Joseph C. Roberts and Effie C. Roberts, husband and wife, dated Sept. 30, 1960, recorded Oct. 12, 1960, in Book 126, of mortgages, at Page 215.			
with the appurtenances and all the estate, title and interest of the said part <u>Y</u> of the first part therein.			
And the said part <u>Y</u> of the first part do <u>as</u> hereby covenant and agree that at the delivery hereof, <u>he is</u> the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,			
and that <u>he</u> will warrant and defend the same against all parties making lawful claim thereto.			
It is agreed between the parties hereto that the part <u>Y</u> 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 <u>he will</u> keep the buildings upon said real estate insured against fire and damage, in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the part <u>1/2</u> of the second part to the extent of <u>their</u> said premises insured as herein provided, than the part <u>1/2</u> 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 <u>Seventeen Thousand (\$17,000.00)</u>			
according to the terms of <u>ONE</u> certain written obligation for the payment of said sum of money, executed on the <u>50th</u> day of <u>September</u> , <u>1960</u> , and by <u>1/2</u> terms made payable to the part <u>1/2</u> 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 <u>1/2</u> 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 party <u>Y</u> of the first part shall fail to pay the same as provided in this Indenture.			
And this conveyance shall be void if such payment is 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, 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, than 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 part <u>1/2</u> of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part <u>1/2</u> making such sale, on demand, to the first party.			
It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all assignments and successors of the respective parties hereto,			
In witness whereof, the part <u>Y</u> of the first part has hereunto set his hand and seal the day and year last above written.			
 (SEAL) (SEAL) (SEAL) (SEAL)			