

MORTGAGE BOOK 126 75634 (No. 222) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 23rd day of December, 1960, between Harry X. Winters, Jr., and Mary A. Winters, his wife of Lawrence, in the County of Douglas and State of Kansas part 1st of the first part, and The Lawrence National Bank, Lawrence, Kansas part 2nd of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Two Thousand Six Hundred and No/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold, and by this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 842 feet West and 621 feet South of the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section Fourteen (14), Township Thirteen (13) South, Range Nineteen (19), East, thence West 250 feet, thence South 175 feet, thence East 250 feet, thence North 175 feet to the point of beginning.

Including the rents, issues and profits thereof provided however that the Mortgagees 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 parties of the first part therein.

And the said part 1st 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, except a first mortgage to The Lawrence National Bank, dated Aug. 19, 1960 for \$9,000.00 recorded Aug. 22, 1960 in book 125, pages 550-7, 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 part 1st 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 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 part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of their interest. And in the event that said part 1st 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 part 2nd 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 Two Thousand Six Hundred and No/100 ----- DOLLARS.

according to the terms of QDS certain written obligation for the payment of said sum of money, executed on the 23rd day of December 1960, and by its terms made payable to the part 2nd 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 2nd 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 part 1st 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 buildings on said 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 real estate and not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute real estate 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 2nd of the second part his agents or assigns 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 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 overplus, if any there be, shall be paid by the part 2nd of the second part making such sale, on demand, to the first part 1st.

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 part 1st of the first part has hereunto set their hand and seal on the day and year last above written.

Harry X. Winters, Jr. (SEAL)
Mary A. Winters (SEAL)
Mary A. Winters (SEAL)

This release was written on the original mortgage entered this 1st day of June 1971.
Janet R. Rees
Reg. of Deeds

STATE OF Kansas } ss.
Douglas COUNTY,

BE IT REMEMBERED, That on this 11th day of January, A. D. 1961 before me, a Notary Public in the aforesaid County and State, came Harry X. Winters, Jr. and Mary A. Winters

to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Sept. 18, 1963
J. Underwood, Notary Public

Recorded January 4, 1961 at 8:25 A.M.

RELEASE

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 1 day of June 1971

Attest: William A. Lebert Asst. Vice-Pres. (Corp. Seal)

The Lawrence National Bank now
Lawrence National Bank & Trust Company, Lawrence,
by Howard Wiseman Vice-President
Mortgagee, Owner. Kansas.

Register of Deeds