

Reg. No. 17,087
Fee Paid \$45.00

MORTGAGE

78271 BOOK 129

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This Indenture, Made this 11th day of August, 1961, between
Don E. Westheffer and Wanda L. Westheffer, husband and wifeof Lawrence, in the County of Douglas, and State of Kansas
part 1st of the first part, and The Lawrence National Bank

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Eighteen Thousand and no/100 (\$18,000.00) 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 at the Southwest corner of Section 16, Township 12 South of Range 20, East of the Sixth Principal Meridian, thence East on the South line of said Section 351 feet, thence North 289.5 feet parallel with the West line of said Section, thence West 351 feet parallel with the South line of said Section, thence South 289.5 feet to the point of beginning, and beginning at a point 289.5 feet North of the Southwest corner of Section 16, Township 12 South of Range 20, East of the Sixth Principal Meridian, thence East 1351 feet parallel with the South line of said Section; thence North 289.5 feet parallel with the West line of said Section; thence West 1351 feet parallel with the South line of said Section; thence South 289.5 feet to the point of beginning,

and

thence South on West line of said Section 579 feet to the point of beginning, containing 11.767 acres more or less, also less tract beginning at a point on the South line of Section 16, Township 12 South, Range 20 East in Douglas County, Kansas, 1111 feet East of the Southwest corner; thence East on Section line 600 feet; thence North 289.5 feet; thence West parallel to South line of said Section 360 feet; thence North 289.5 feet; thence West parallel to South line of said Section 240 feet; thence South 579 feet to the point of beginning, containing 5.582 acres more or less.

The South Seventy (70) acres of the Southwest Quarter of Section Sixteen (16), in Township Twelve (12), South of Range Twenty (20), East of the Sixth Principal Meridian, less Tract beginning at the Southwest corner of Section 16, Township 12 South, Range 20 East in Douglas County, Kansas; thence East on South line of said Section 1111 feet; thence North 579 feet; thence West 1111 feet to the West line of said Section 16; the attached map shows the location of the premises and all the estate, title and interest of the said part Y of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof that they 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, 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 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 Y of the second part, the loss, if any, made payable to this part Y of the second part to the extent of 10% 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 Y 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
Eighteen Thousand and no/100 (\$18,000.00) - - - - - DOLLARS

according to the terms of certain written obligation for the payment of said sum of money, executed on the 11th day of August, 1961, 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 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 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 part Y of the second part their 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 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 part 1st.