

Reg. No. 17,116  
Fee Paid \$17.50

78400 BOOK 129

## MORTGAGE

(No. 518)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 5th day of October, 1961 between  
Hird Incorporated, a corporation

of Lawrence, in the County of Douglas and State of Kansas  
party of the first part, and The First National Bank of Lawrence, Lawrence, Kansas  
party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of  
Fifteen Thousand and no/100 - - - - - (\$15,000.00) DOLLARS  
to it duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lot Nine (9) in Block One (1), in Riling Heights, an  
addition to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof it is 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 it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 it 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 party 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 Fifteen Thousand and no/100 - - - - -  
DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 5th  
day of October, 1961, and by its terms made payable to the party 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 party 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 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

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 overplus, if any there be,  
shall be paid by the party 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  
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 party of the first part has hereunto set its hand and seal the day and year  
last above written.

ATTEST:

Dorothy B. Johnson  
Dorothy B. Johnson, Assistant Secretary

HIRD INCORPORATED, A CORPORATION (SEAL)  
Carl Hird, Jr., President (SEAL)  
(SEAL)  
(SEAL)

## ACKNOWLEDGEMENT - Corporation

(No. 29)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

State of KANSAS DOUGLAS County, ss.  
Be It Remembered, That on this 5th day of October, 1961  
before me, the undersigned, a Notary Public in and for the County and State aforesaid  
came Carl Hird, Jr., President of Hird Incorporated

a corporation duly organized, incorporated and existing under and by  
virtue of the laws of Kansas, and Dorothy B. Johnson, Assistant  
Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me  
to be the persons who executed, as such officers, the within instrument of writing on behalf of such corporation, and  
such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official  
Seal the day and year last above written.



Margaret E. Howard  
Notary Public, Term expires January 26 1963

Recorded October 5, 1961 at 10:35 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 1962  
mortgage of record. Dated this 21st day of September 1962.

THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence  
Warren Rhodes, President Kansas

(Corp. Seal)

Mortgagee. Owner.

This release  
was written  
on the original  
mortgage  
this 21st  
day of  
September  
1962  
H. A. Beck  
Reg. of Deeds