

78583 BOOK 129

MORTGAGE

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This Indenture, Made this Twentieth day of October, 1961 between
James E. Erhart and Elinor M. Erhart, husband and wife
 of Leecompton, 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 \$8,000.00
Eight Thousand 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 at a point in the Quarter Section line and the South boundary of
 Kansas Turnpike, 300 feet South of the Quarter corner on the North line of
 Section 22, Township 12 South, Range 18 East, thence South on Quarter Section
 line 1384.9 feet, to the North line of U.S. 40 Highway, thence Northwest along
 the North line of U.S. 40, 340 feet to a point 250 feet West of the Quarter
 Section line, thence North parallel with the Quarter Section line 1157.8 feet
 to the South Right of Way of the Kansas Turnpike, thence East 250 feet to the
 point of beginning.

Containing 7.30 acres more or less.

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 100 of the first part therein.

And the said part 100 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 part 100 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 the part Y of the second part to the extent of their
 interest. And in the event that said part 100 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 Eight Thousand and no/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the Twentieth
 day of October, 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 100 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 agents or their 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 overplus, if any, there be,
 shall be paid by the part Y making such sale, on demand, to the first part 100.

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, and
 assigns and successors of the respective parties hereto.

In Witness Whereof, the part 100 of the first part has hereunto set their hands and seal the day and year
 last above written.

James E. Erhart (SEAL)
James E. Erhart (SEAL)
 Elinor M. Erhart (SEAL)
Elinor M. Erhart (SEAL)