MORTGAGE 79258 BOOK 1300 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kannas This Indenture, Made this 4th, day of January , 19.62 between Walter R. Gehlbach and Lou E. Gehlbach, husband and wife

of Lawrence , in the County of <u>Douglas</u> and State of <u>Kansas</u> part lesof the first part, and The Lawrence National Bank, Lawrence, Kansas

(Lot Twenty-four (24) less the West Five (5) feet thereof,

and Lot Twenty-Five (25), all in Block One (1), in Belle

City of Lawrence

Haven South Addition Number Two (2), an Addition to the

And the said part\_100 of the first part do \_\_\_\_\_\_ hereby covenant and agree that at the delivery hereof they are the lawful owner S of the press above granted, and selzed of a good and indefeasible state 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  $\frac{1000}{100}$  will be specified and directed by the part  $\frac{1}{2}$  of the second part to the same becomes due and the second part that be specified and directed by the part  $\frac{1}{2}$  of the second part, the loss if any made payable to the part  $\frac{1}{2}$  or the second part to the start of 1100 million and particular taxing and payable, and the start of 1100 million and taxes and payable to the start of the start of 1100 million and particular taxing and payable to the second part the loss of the second part taxes and instrumer, and shall be specified and the same that said particle. Of the first part shall fail be come to same payable at to keep the second part the indeterdines, second by the indenture, and shall be contend a part of the indeterdines, second by the indenture, and shall be rate interest at the rate of 10% from the date of payment until fully read.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Pifteen Thousand Two Hundred Fifty 5 He bollars, according to the terms of 3 certain written obligation for the payment of said sum of money, executed on the little

day of <u>Jahuany</u> 179,62, and by 155 y terms made payable to the part of the second part with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part of fretaccond part to pay for any insurance or to discharge any faxes with interest thereas as herein provided, in the event that said part <u>CS</u> of the first part shall fail to pay the same as provided in this indenture.

And this conveyance thall be void if used payments be made as herein in advanced the colligation contained therein fully discharged. If default be made in such payments or any part therein or any colligation created thereby, or interest thereon, or if the taxes on suid real estate are not paid when the same become due and payable or if the insurance is not kapt up, as provided herein, or if the buildings on said real estate are not kapt in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall be noted and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, not he security or which the 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  $\mathcal{Y}$  of the second part OF/110 BSE12105 to take possession of the said premises and all the improvement thereon in the manner provided by law and to have a receiver appointed to collect the rent; and benefits accruing therefrom; and to said the premises hereby granted; or any part thereof, in the manner prescribed by law, and out of all moneys arising from such said 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 and by the cost  $\mathcal{X}$ . The said by the cost  $\mathcal{X}$ 

shall be paid by the part J .... making such sale, on demand, to the first part JSJ ... o It is agreed by the partier hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits account in the respective parties hereto.

(SEAL) (SEAL)