395 MORTGAGE 811 BOOK 131 No. 52K) The Outlook Printers, Publisher of Legal Blanks, La 19th day of July This Indenture, Made this , 19 62 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, part y of the second part. Witnesseth, that the said part y .... of the first part, in consideration of the sum of to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do #8. 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: Lot fifteen (15), in Block "D" in Lawrence Heights, an Addition to the eity of Lawrence, with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part do CS hereby covenant and agree thes at the delivery hereof 12 13 the lawful evene of the premises above granted, and seized of a good end indefeasible extete of intervitance therein, free and clear of all ine and that It will warrant and defend the same against all parties making lewful claim th is agreed between the parties hereto that the part y ... of the first part shall at all times during the life of this indenture, pay all taxe and assessments that may be leved or assessed against said real estate when the same become due and psyable, and this indextude, po-keep the buildings upon said real estate insured against said real estate when the same become due and psyable, and that is an directed by the part  $\mathcal{Y}$  of the second part, the loca, if any made psyable has been and by suid insurance company as shall be spe-interest. And in the event that said part  $\mathcal{Y}$  of the first part shall all to psy tuch maxes. The same become due and psyable and permiss insured as herein provided, then the part is of the same cond part may pay taid uses and local may all the spe-tate shall be spe-tate parts. The indextee second part may pay taid uses and they are shall be the same and the same day the of 10%, stress of the same bar of the same become due and of 10%. It was not be also in they represent the intended as a mortgage to preserve the payment of the sum of Seventeen thousand and no/100 = -2. This GRANT is intended as a mortgage to preserve the payment of the sum of Seventeen thousand and no/100 = -2. DOLLARS ms of ODC certain written obligation for the payment of said sum of money, executed on the July 19.62 , and by 11.5 terms made payable to the part y of the second second by the that said part ... of the first part shall fail to pay the same as provided in this inde And this per y And this per y II default be made in such payments or any part thereof or any obligation central thereon, or II this tasks on us estate are not such as become does and payeting or if the insurance is not keep to instruct thereon, or II this tasks on us real estate are not kept in as good repair as they are now, or if water is committed on card permises of the buildings and the whole sum remaining unpeld, and all of the obligations provided for in and written obligation. For the security of which this is is given, shall immediately mature and become due and payable at the option of the holder hereof, written or order, and it shall be low the said party of the second part to take possession of the said premises and all the impro-ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits account disafform, and retain the entropy of the second part thereof, in the manner prescribed by law, and out of all moneys arising from such as retain the amount then unpaid of principal and interest, together with the costs and charges incident therein, and the overplat, if any there shall be paid by the part Y making such sale, on demand, to the first part 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 latire, executors, attiministrators, personal representatives, assigns and successors of the respective parties hereto. its hand and seal ... the day Carl Mind PRATION ATTESTE STAL GEAU Nervin Statel ACKNOWLEDGEMENT -Corporation No. 28 F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kanaas State of Kansas e of Kansas Douglas County, ss. Be It Remembered, That on this 19th day of July 1962 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 Marvin W. Rogers Secretary of said corporation, who are personally known to me to be such officials and who are personally known to me to be the persons who executed, as such officers, the within instrument of wating on behalf of such exponention, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. In Testimony Whereof, Lihave hereunto set my hand and affixed my Seal the day and year last above written. Warren alid 10 Notary Public, Term expires Que 17 Barold G. Beck 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 16th day of March 1963 The First National Bank of Lawrence,

(Corn Seal)

The First National Bank of Lawrence, Lawrence, Kansas E. B. Martin Mortgagee. Owner.