

MORTGAGE 82922 BOOK 133 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this Twenty-Eighth day of December, 1962 between Dale F. Black and Bonnie June Black, his wife,

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

Witnesseth, that the said parties of the first part, in consideration of the sum of Twelve 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 party 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 80 rods North of the Southeast corner of Section Nineteen (19), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian; thence West 80 rods; thence North 14 rods; thence West 10 rods; thence North 26 rods; thence East 90 rods; thence South 40 rods to the place of beginning, containing 21 5/8 acres, more or less, less 1 acre described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of said Section Nineteen (19); thence South 150 feet; thence West 290 feet; thence North 150 feet to the North line of said tract; thence East 290 feet to the place of beginning, in Douglas County, Kansas AND Commencing at a point 60 rods West and Twenty (20) rods North of the Southeast corner of the Southeast Quarter of Section 19; thence North Twenty (20) rods; thence West Twenty (20) rods; thence South Twenty (20) rods; thence East Twenty (20) rods to the point of beginning consisting of 2 1/2 acres more or less; Also Commencing 60 rods West of the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 19; thence running South 40 rods; thence West 36 rods; thence North 40 rods; thence East 36 rods to the place of beginning, containing 9 acres, more or less, all being in Township 12 South, Range 20 East of the Sixth Principal Meridian,

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

And the said parties 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 parties 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of their interest. And in the event that said parties 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 Twelve 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 Twenty-eighth day of December, 1962, 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 parties 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, its 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 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 parties.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Dale F. Black (SEAL)

Bonnie June Black (SEAL)

Bonnie June Black (SEAL)

Bonnie June Black (SEAL)