

Reg. No. 18,363
Fee Paid \$37.50

83019 BOOK 133

FIRST MORTGAGE

THIS INDENTURE, Made this 3rd day of January, 1963, between Emory F. Scott and Geraldine Scott, his wife; Vernon C. Springer and Mildred Springer, his wife; George W. Noland and Mary Noland, his wife; William T. Nichols and Martha Nichols, his wife; Oscar Rumsey and Margaret Rumsey, his wife; Charles D. Stough and Julie Stough, his wife; John H. Emick and Eugenia Emick, his wife; Clarence E. Kerns and Lorene Kerns, his wife and John A. Albers and Sarah Albers, his wife of Douglas County, Kansas, parties of the first part, and Douglas County State Bank, a Corporation, of Douglas County, Kansas, party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Thousand Dollars (15,000.00) to them 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 property, to-wit:

The South One-Half (S 1/2) of Lot Twenty-four (24) and all of Lot Twenty-six (26) on Kentucky Street in the City of Lawrence, Douglas County, Kansas.

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 encumbrances, and that it will warrant and defend the same against all parties making lawful claim thereto.

Said parties of the first part represent that they are co-partners d. b. a. Property Development Company, Lawrence, Kansas.

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 the taxes or assessments that may be taxed or levied upon said real estate when the same become due and payable, and that it will keep all buildings on said premises insured against fire, wind and tornado in such sum and with such insurance company as may be agreeable to the party of the second part, the loss, if any, made payable to the second part to the extent of its interest. And in the event that the 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 ten per cent (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 Dollars (\$15,000.00) according to the terms of one certain written obligation for the payment of said sum of money, executed under date of January 3, 1963, 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 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 buildings 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