

Reg. No. 18,402
Fee Paid \$10.25

83231 BOOK 133

MORTGAGE

(No. 521)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 31st day of January, 1963 between
Tom O. Akin and Dorothy G. Akin, husband and wife

of Lawrence, 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

Four Thousand One Hundred 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: That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twelve (12) Township
Twelve (12) South, Range Nineteen (19) East of the 6th P.M. lying North of the track
of the Union Pacific Railway Company Eastern Division, containing 3-2/3ds acres, more
or less, less the following described tract:

Beginning at the North line of the Union Pacific Railroad right of way and
the Southeast corner of the school lot of School District No. 62, which is
471 feet South of the Northeast corner of Section 12, Township 12 South,
Range 19 East of the 6th P.M., thence North 150 feet, thence West 204.7
feet to the Union Pacific Railroad right of way, thence in a Southeasterly
direction along said right of way to the place of beginning, containing
35/100 acres more or less. (This tract is described in the Quitclaim Deed
dated July 12, 1910, recorded July 20, 1910, in Book 84 of Deeds of Pages
349-350, whereby School District No. 62 of Douglas County, Kansas, conveys
to Lodge 140 of the Central Protective Association).

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 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
to 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 Four Thousand One Hundred and No/100
DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the
day of 19, 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 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 party of the second part 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.

Tom O. Akin (SEAL)

Dorothy G. Akin (SEAL)

Dorothy G. Akin (SEAL)