(No. 116) - The Outlook Pete 5922 BOOK 138 a Lav day of the August , 1964 between This Indenture, Made this sixth Raymond Barland and Emma Deane Barland, husband and wife and Delmar Barland, a single man

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

Witnesseth, that the said part ies of the first part, in consideration of the sum of Four Thousand Four Hundred and no/100-------- DOLLARS to them are allowed duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do ...... 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 Number 25 on New Hampshire Street in the City of Lawrence, Kansas

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 part i.e.s of the first part therein. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners the premises above granted, and seized of a good and indefeesible 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 the

It is agreed between the parties hereto that the part 105 of the first part shall at all times during the life of this indexture, 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 WIII esp the buildings upon said real estate, and by against fire and torrado in such sum and by such instances company as shall be specified and exceed by the part Y. of the second part (be loss, if any, made payable to the part Y of the second gate the excert of ILS received have been that said part LCS of the first part shall fail to pay such taxes when the same become due and payable or to keep if premiss invorced as herein provided, then the part Y of the isocond pair imply said taxes and instance, or either, and the amount is paid hall become a part of the indebtedness, secured by this indemune, and shall bear interest at the rate of 10% from the tile of payment will huly repute.

inits GRANT is intended as a mortgage to secure the payment of the sum of Four Thousand Four Hundred and no/100-----DOLLARS

rding to the terms of ONE certain written obligation for the payment of said sum of money, executed on the  $Sixth^{-1}$  of Adgust 10 54 and by 1t5 terms made psychic to the part. Y of the second , with all interest according therean according to the terms of said obligation and elso to secure any sum or sums of money advanced by the d part V of the se and part to pay for any insurance or to discharge any taxes with in

at said part ICS of the first part shall fail to pay the same as provided in this indenti-

And this conveyance shall be void if truck payments be made as herein specified, and the dollarion containes If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or estate ere on goal when the same become doll and paybible, or if the insurance is not keep up, as provided herein, real atase are not kept in as good rapati as they are now, or if wants is committed to said premius, then this conve and the whole suce rapacing unpaid, and all of the ubligations povided for is said wotten ubligation, for the save In period, then considerly matter and second part 115  $\pm$  02500 at the product of the backs reference without focus, and it and be an the said part  $\mathcal{J}$  of the second part 115  $\pm$  025012 OT  $\pm$  052525120 T  $\pm$  05252 for the rest without focus, and at the 1 mains thereon in the manner predicted by law and to have a receiver appointed to collect the rest and benefits accound therefore, and the previous hereby granted or any part thereof, in the manner prescribed by law, and out of all moves retining from such retain the semiconis then unput of principal and inferent, operative with the costs and thereing incident thereto, and the overplue. If any it shall be paid by the part  $\frac{165}{100}$  making such sale, on demand, to the first part 105.

It is agreed by the partiet herito that the terms and provisions of this indexture and each and every obligation therein contained, and all herits acruing therefrom, shall extend and inve to, and be obligatory upon the heirs, executors, administrators, personal representatives, give and successors of the creportive parties hereto.

In Witness Wheread, the part ICS of the first part ha VC here n their and seal S. the day and year Barland Barland (SEAL) Neage Velma franker Barland (SEAL) (SEAL) Janan and a second and a second and a second and a second second and a second second second second second second