

MORTGAGE 89178 BOOK 138

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 This Indenture, Made this 28th day of August, 1964 between
Gerald L. Cooley and Lela R. Cooley, husband and wife,

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

 Witnesseth, that the said parties of the first part, in consideration of the sum of
Twenty-five thousand and no/100 (\$25,000.00) 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 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 2 in Spencer Heights, an addition to the city of
Lawrence,

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.

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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its
 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 part y 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 Twenty-five 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 28th
 day of August 1964, and by its terms made payable to the part y 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 part y 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 part y of the second part
 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 rent 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 surplus, if any there be,
 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 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 seal, on the day and year
 last above written.

Gerald L. Cooley (SEAL)
 Gerald L. Cooley

Lela R. Cooley (SEAL)
 Lela R. Cooley (SEAL)

 STATE OF KANSAS
DOUGLAS COUNTY, ss.

 BE IT REMEMBERED, That on this 28th day of August A. D. 19 64

 before me, a Notary Public In the aforesaid County and State,
 came Gerald L. Cooley and Lela R. Cooley, husband and
wife,

 to me personally known to be the same persons who executed the foregoing instrument and duly
 acknowledged the execution of the same.

 IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and
 year last above written.

 My Commission Expires June 17 1965
Warren Rhodes
 Warren Rhodes Notary Public

Recorded September 4, 1964 at 3:05 P. M.

Harold A. Beck Register of Deeds