Reg. No. 391 Fee Faid \$35.00

(Ho. 52K) The Outlook Printers, Publisher of Logal Blanks; Lawr Sec. Sec. 22nd This Indenture, Made this day of June , 1965 between Johnny B. Ezell and Nancy Ezell, his wife

1644 BOOK 140

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

Witnesseth, that the said part 108 ... of the first part, in consideration of the sum of FOURTEEN THOUSAND & no/100 \* \* \* \* \* DOLLARS them duly paid, the receipt of which is hereby acknowledged, have sold, and by to. 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:

> Lot 6 in Block 2, Schwarz Acres Number Two, an Addition to the City of Lawrence.

tent Assignment: Including all 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 owner S of the premises above proved, and second of a good and indefensible extent of inhardrance 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. arties herato that the part 105 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or essessed appirtures. At the tort part shall at all times during the life of this indimine, pay all tases and assessments that may be levied or essessed appirture and treal estate when the same becomes due and that, they will appen the buildings upon laid the real estate insured agains file can deracted and by such insurence, company as shall be specify and directed by the part  $\underline{Y}$  of the second part, the loss, if any, made payable to the part  $\underline{Y}$  of the second part to the esten of 1168 merets. And, to have company as a shall be the part  $\underline{Y}$  of the second part to be part that all to pay both taxes when the same become due and payshe to be part and premises insured as herein provided, then the part  $\underline{Y}$  of the second part new pay and taxes and muranes, or either, and the amount to paid shall be bacen a part of the indistrudness, secured by this indenture, and shall be are interest at the rate of 10% from the dute upsychet and fully, repaid.

THIS GRANT is intended as a mantgage to secore the payer FOURTEEN THOUSAND & no/100 \* \* . .# \* DOLLARS 

19.55 , and by 1.15 term made psyable to the part J of the second excording to the terms of said obligation and also to secure any som or sum of memory advance by the day of . part, with all in said part Y of the second part to pay for any learning or to discharge any taxes with that said part 100 of the first part shell fell to pay the same as provided in this indenture of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the even

And this per-constant and per-constant and perconstant is a set of the percent percent percent of the set of

a great start when the second part 153 agents or assigns to take possession of the and premises and a mean farcosn in the means provided by taw and to have a receive appointed to collect the rests and barefits account them will the premises hereby granted or any part thereod in the means provided by taw and to have a receive appointed to collect the rests and berefits account the set of the second to all all means are presented to any part thereod in the means precised by taw and to have a receive appointed to collect the rests and berefits account the means prime the means precised by taw and to have a receive appointed to collect the rest. sill be paid by the part $Y_p$  making such sale, on demand, to the first part 185

It is spreed by the parties herets that the terms and provisions of this indenture and each and every obligation therein conteined, and all taths accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, gras and successors of the respective parties hereto.

In Witness Whereof, the part LBS of the first part ha VO hereunto set their: hand S Johny B. Esqual

(SEAL) (SEAL) Thany Erell Egell (SEAL) (SEAL)