

MORTGAGE BOOK 112 2990 (No. 220) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 7th day of September, 1965 between
Leslie W. Blevins, Jr. and Marilyn R. Blevins, husband and wife
 of Lawrence, in the County of Douglas and State of Kansas
 parties of the first part, and Junius C. Underwood
 party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Eighteen Hundred Fifty-Nine and 54/100 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:

Beginning at a point 310.0 feet East of the Northwest corner of
 Section 23, Township 12 South, Range 19 East, thence East along the
 North line of Section 23, 140.0 feet; thence South 344.14 feet parallel
 to the West line of Section 23; thence West 140.0 feet parallel to the
 North line of Section 23, thence North 344.14 feet to the point of
 beginning, including a 33.0 foot roadway on the North. Contains 1.11
 acres, exclusive of roadway.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said party of the first part do hereby covenant and agree that if the delivery hereof they are the lawful owner of the premises above granted and sold, and if not, they will defend the same against all parties making lawful claim thereto. except a mortgage to Anchor Savings & Loan Ass'n dated Jan. 22, 1965 recorded Jan. 22, 1965 in Book 133, Pages 430-432 in the Register of Deeds Office, Douglas, Kansas, and that they will grant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 113.3 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 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 Eighteen Hundred Fifty-Nine and 54/100 DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 7th day of September, 1965, 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 party 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 of 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

to take possession of the said premises and all the improvements 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 surplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to the first party of the second 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 party of the first part have hereunto set their hands and seals the day and year last above written.

Leslie W. Blevins, Jr. (SEAL)
Leslie W. Blevins, Jr. (SEAL)
Marilyn R. Blevins (SEAL)
Marilyn R. Blevins (SEAL)

STATE OF Kansas
Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 15th day of October, A. D. 1965
 before me, a Notary Public in the aforesaid County and State,
 named Leslie W. Blevins, Jr. and Marilyn R. Blevins

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 July 21, 1966 Lois W. Allphin Notary Public

This release
 was written
 on the original
 mortgage
 his 1st
 day
October
1965
James Beem
 Reg. of Deeds

Recorded October 18, 1965 at 8:05 A.M.

RELEASE

James Beem Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 30th day of September, 1969

Junius C. Underwood Mortgagee. Owner.