

Reg. No. 808
Fee Paid \$65.50

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This Indenture, Made this 5th day of November, 1965 between John N. Haddock, Jr. and Theda C. Haddock, husband and wife

of Lawrence, in the County of Douglas and State of Kansas part 1st of the first part, and The First National Bank of Lawrence, Lawrence, Kansas part Y of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Twenty six thousand two hundred fifty 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 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:

Beginning at a point in the North Line of the Northeast Quarter of Section Twelve (12), Township Thirteen (13), Range Nineteen (19), 242 feet East of the Northwest corner of the East Half of the Northeast Quarter of said Section 12, thence South parallel to the West line of the East Half of the Northeast Quarter of said Section 12, 380 feet to an iron pin; thence East and parallel to the North line of the Northeast Quarter 125.53 feet to an iron pin; thence North and parallel to the West line of the East Half of the Northeast Quarter 380 feet to the North line of Northeast Quarter, West 125.53 feet more or less to the point of beginning, containing 1.095 acres, more or less now in the City of Lawrence, less tract of land taken by condemnation for highway purposes in Action No. 20269, filed in the office of the Clerk of the District Court, of Douglas County, Kansas

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

And the said part 1st 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 seised 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 part 1st 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 become 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 1st said premises insured as herein provided, then the part Y of the second part shall fail to pay such taxes when the same become due and payable or to keep 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 six thousand two hundred fifty and no/100 DOLLARS,

according to the terms of ORD. certain written obligation for the payment of said sum of money, executed on the 5th day of November 1965, 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 part 1st 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 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 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 part Y making such sale, on demand, to the first part 1st.

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 part 1st of the first part has hereunto set their hand and seal on the day and year last above written.

John N. Haddock, Jr. (SEAL)
Theda C. Haddock (SEAL)
Theda C. Haddock (SEAL)