

Reg. No. 841
Fee Paid \$50.00

MORTGAGE	BOOK 112	3381	(No. 212) The Outlook Printers, Publisher of Local News, Lawrence, Kansas
This Indenture, Made this <u>19th</u> day of <u>November</u> , 19 <u>65</u> , between			
HIRD, INCORPORATED, A KANSAS CORPORATION			
of <u>Lawrence</u> , In the County of <u>Douglas</u> and State of <u>Kansas</u>			
part <u>Y</u> of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, LAWRENCE, KANSAS			
part <u>Y</u> of the second part.			
Witnesseth, that the said part <u>Y</u> of the first part, in consideration of the sum of			
<u>Twenty thousand and no/100</u> DOLLARS			
to <u>it</u> , duly paid, the receipt of which is hereby acknowledged, has sold, and by			
this Indenture do <u>RR. GRANT, BARGAIN, SELL and MORTGAGE</u> to the said part <u>Y</u> of the second part, the			
following described real estate situated and being in the County of <u>Douglas</u> and State of			
Kansas, to-wit:			
Lot Six (6) in Holiday Hills No. Five, an Addition to the			
City of Lawrence.			
with the appurtenances and all the estate, title and interest of the said part <u>Y</u> of the first part therein.			
And the said part <u>Y</u> of the first part do <u>S.B.</u> hereby covenant and agree that at the delivery hereof <u>it is</u> the lawful owner			
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,			
and that <u>it</u> will warrant and defend the same against all parties making lawful claim thereto.			
It is agreed between the parties hereto that the part <u>Y</u> 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 <u>it will</u>			
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 <u>Y</u> of the second part, the loss, if any, made payable to the part <u>Y</u> of the second part, to the extent of <u>its</u>			
interest. And in the event that said part <u>Y</u> 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 <u>Y</u> 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			
<u>Twenty thousand and no/100</u> DOLLARS,			
according to the terms of <u>one</u> certain written obligation for the payment of said sum of money, executed on the <u>19th</u>			
day of <u>November</u> , <u>1965</u> , and by <u>its</u> terms made payable to the part <u>Y</u> 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 <u>Y</u> 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 <u>Y</u> 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 maintained as good repair as they now are, or if waste is committed on said premises; then this conveyance shall become absolute			
and irredeemable, and remain 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 <u>Y</u> 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 <u>Y</u> making such sale, on demand, to the first part <u>Y</u> .			
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 have, and be obligatory upon the heirs, executors, administrators, personal representatives,			
assignees and successors of the respective parties hereto.			
In witness whereof, the part <u>Y</u> of the first part has hereunto set <u>its</u> hand and seal the day and year			
last above written.			
HIRD, INCORPORATED (SEAL)			
By: <u>Carl Hird Jr.</u> (SEAL)			
Carl Hird, Jr., President (SEAL)			
Attest: <u>Marvin W. Rogers</u> (SEAL)			
Marvin W. Rogers, Secretary			