

MORTGAGE Book 112 3849 2036 BOOK 111 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this twenty-seventh day of July, 1965 between Harley P. Gover, also known as Harley P. Gover, Jr., and E. Maxine Gover, also known as Eunice M. Gover and Eunice Maxine Gover, husband and wife, and Bess N. Gover, a single person, of Lawrence, in the County of Douglas, and State of Kansas parties of the first part, and The Lawrence National Bank, Lawrence, Kansas part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Ten Thousand 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 Hodgman and State of Kansas, to-wit: THIS MORTGAGE IS RE-RECORDED TO SHOW THE CORRECT NAMES OF THE MORTGAGORS OF SAID INSTRUMENT

Tract 1 - Lot 59 and Lot 112 in Country Club North, an Addition to the City of Lawrence, Douglas County, Kansas

Tract 2 - East 1/2 of Lot 9, Block 4, South Lawrence, an Addition to the City of Lawrence, Douglas County, Kansas.

Tract 3 - Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, and North 22 feet of Lot 19, Block 21, Haun's Addition, an Addition to the City of Jetmore, Hodgman County, Kansas.

Including the 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 part ies of the first part do hereby covenant and agree that at the delivery hereof they are 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, except a first mortgage on Tract 2, from Harley P. Gover and E. Maxine Gover, husband and wife, to Capitol Federal Savings & Loan Association, for \$10,000.24, recorded in book 119, page 367, in Douglas County, Kansas, 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 part ies of the first part shall fail to pay such taxes and insurance, or either, and the amount to 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 Ten 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 27th day of July 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 ies 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, its agents or assigns, 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 of the second part, on demand, to the first part ies.

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 ies of the first part have hereunto set their hands and seals the day and year last above written.

Harley P. Gover (SEAL)  
E. Maxine Gover (SEAL)  
Bess N. Gover (SEAL)

For Particular Release See Book 155 page 561  
For Deed Return See Book 149 page 115