

Reg. No. 531  
 Fee Paid \$25.00

MORTGAGE

2170

BOOK 111

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This Indenture, Made this 29th day of July, 1965 between  
Charles D. Stough, also known as Charles D. Stough, Jr. and Mary Jule Stough,  
his wife  
 of Lawrence, in the County of Douglas and State of Kansas  
 parties of the first part, and The Lawrence National Bank, Lawrence, Kansas,  
 parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of  
TEN THOUSAND & 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 party of the second part, the  
 following described real estate situated and being in the County of Douglas and State of  
 Kansas, to-wit: Description attached:

The South Half of the Southwest Quarter of Section Thirty-six (36), Township Thirteen (13), Range Eighteen (18), and the North Half of the Northwest Quarter of Section One (1), Township Fourteen (14), Range Eighteen (18), containing 160 acres, less an undivided two-thirds (2/3s) interest in the following described tract: Beginning at the Northwest corner of South Half of Southwest Quarter of Section 36, Township 13, Range 18 East of the 6th P.M.; thence South in and along the West line of the Southwest Quarter said Section 36, 765 feet marked by a stone fence; thence South 80°20' East in and along a wire fence 510.5 feet; thence South 20° East in and along a wire fence 494 feet to a stone fence; thence South 89°34' East in and along said stone fence 367 feet to a steel pin; thence North forty-eight degrees 20' East 1225.5 feet to an iron pipe in a stone fence; thence running in and along said stone fence in a Northwesterly direction to a point of intersection with a wire fence running East and West, said point is an iron pipe which is located North 51°19' West, 854.07 feet distant from last named pipe; thence North 88°51' West in and along said wire fence, 1107 feet, more or less to the point of beginning, containing 34.761 acres more or less in Douglas County, Kansas.

The above described tract of land is subject to a contract of sale, dated November 10, 1961, on which there is presently due and owing on said contract approximately \$2,678.77, in favor of John H. Haller and Edna Mae Haller, his wife, as to approximately eight (8) acres described as follows: Beginning at the Southeast Corner of the North half of the Northwest Quarter of Section 1, Township 14 South, Range 18 East, thence West on the South line of said North half 1106.3 feet to a Iron Pin, thence North parallel with the East line of said Northeast Quarter 315 feet to a Iron Pin, thence East parallel with said South line 1106.3 feet to the East line of said Quarter Section, thence South 315 feet to the point of beginning.

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No exceptions

and that 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its 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

TEN THOUSAND & no/100 \* \* \* \* \* DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 29th day of July, 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 parties of the first part shall fail to pay the same as provided in this Indenture.