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MORTGAGE BOOK 143 1995 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas > (No. 52K) fourth This Indenture, Made this May day of , 1966 between Don E. Westheffer and Wanda L. Westheffer

husband and wife

Lawrence , in the County of Douglas and State of Kansas of part iesof the first part, and The Lawrence National Bank

Lawrence, Kansas part y of the second part. Witnesseth, that the said part ies of the first part, in consideration of the sum of

Ten Thousand and no/100-------- DOLLARS duly paid, the receipt of which is hereby acknowledged, have sold, and by them to 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-wil: Beginning at the Southwest corner of Section 16, Township 12 South of Range 20, East of the Sixth Principal Meridian, thence East on the South line of said Section 351 feet, thence North 289.5 feet parallel with the West line of said Section, thence West 351 feet parallel with the South line of said Section, thence South 289.5 feet to

West 351 feet parallel with the South line of said Section, thence South 289.5 feet to the point of beginning, and Beginning at a point 289.5 feet North of the Southwest corner of Section Sixteen (16) Township Twelve (12) South of Range Twenty (20) East of the Sixth Principal Meridian, thence East 1351 feet parallel with the South line of said Section; thence North 289.5 feet parallel with the West line of said Section; thence West 1351 feet parallel with the South line of said Section; thence South 289.5 feet to the point of beginning. and The South 70 acres of the Southwest Quarter of Section Sixteen (16), in Township Twelve (12) South of Range Twenty (20) East of the Sixth Principal Meridian, less Tract beginning at the Southwest corner of section Sixteen (16), Township Twelve (12) South, Range Twenty (20) East in Douglas County, Kansas; thence East on South line of said Section 1111 feet; thence North 579 feet; thence West 1111 feet to the West line of said Section Sixteen (16); thence South on West line of said Section 579 feet to the point of beginning, containing 14.767 acres more or less, also less Tract beginning at a point on the South line of Section Sixteen (16), Township Twelve (12) South, Range Twenty (20) East in Douglas County, Kansas, 1111 feet East of the Southwest corner; thence East on Section line 600 feet; thence North 289.5 feet; thence West parallel to South line of said Section 360 feet; thence North 289.5 feet; thence West parallel to South line of said Section 240 feet; thence South 579 feet to the point of beginning, containing 5.582 acres more or less.

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 part ies 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 owners. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, EXCEPT a mortgage to The Lawrence National Bank, dated 8/14/61, recorded in book 129, page 191, Douglas County, Kansas, for \$18,000.00, on which there is a balance of \$8,600,00 qn May 4, 1966. It is agreed between the parties hereto that the part LCS. 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 psyable, and that they will taxes are the buildings upon said real estate insured against said real estate when the same becomes due and psyable, and that they will 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 155 interest. And in the event that said part 1CS of the first part shall all to pay such taxes when the same become due and psyable or to keep said premises insured as herein provided, then the part Y of the second part to the extent of 155 and premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the emount so paid shall become a part of the indebtedness, secured by this indenture, and shall beer interest at the rate of 10% from the date of psyment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Ten Thousand and no/100-----

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according to the terms of QD.C certain written obligation for the payment of said sum of money, executed on the fourth day of May 19 66 and by its terms made payable to the pert X of the day of May 19 66, 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 elso to secure any sum or sums of money advanced by the

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